

INTERCONNECTION AND SERVICE RESALE AGREEMENT

BETWEEN

ALIAN T COMMUNICATIONS CO.

AND

U S WEST COMMUNICATIONS, INC.

TABLE OF CONTENTS

I.	RECITALS.....	1
II.	SCOPE OF AGREEMENT	2
III.	DEFINITIONS	3
IV.	TRAFFIC EXCHANGE	11
	A. SCOPE	11
	B. TYPES OF TRAFFIC	12
	C. RATE STRUCTURE – LOCAL TRAFFIC.....	14
	D. RATE STRUCTURE – NON-LOCAL TRAFFIC.....	16
	E. RATE STRUCTURE – TRANSIT TRAFFIC.....	16
	F. LOCAL SERVICE INTERFACE CODE AVAILABILITY	16
	G. MEASURING LOCAL SERVICE MINUTES.....	17
	H. TESTING.....	18
	I. MILEAGE MEASUREMENT.....	18
V.	INTERCONNECTION.....	18
	A. MID-SPAN MEET POI	18
	B. COLLOCATION	18
	C. ENTRANCE FACILITY	18
	D. QUALITY OF INTERCONNECTION	19
	E. POINT OF INTERFACE	19
	F. TRUNKING REQUIREMENTS	19
	G. INTERCONNECTION FORECASTING	21
	H. SERVICE INTERRUPTIONS	21
	I. PROOF OF AUTHORITY	23
	J. CHANGES IN LOCAL SERVICE PROVIDER	24
VI.	UNBUNDLED NETWORK ELEMENTS.....	24

	A.	GENERAL TERMS.....	24
	B.	DESCRIPTION OF UNBUNDLED ELEMENTS	25
VII.		RESALE	32
	A.	DESCRIPTION	32
	B.	SCOPE	32
	C.	U S WEST RESPONSIBILITIES	32
	D.	RATES AND CHARGES.....	33
VIII.		ORDERING AND MAINTENANCE.....	35
	A.	GENERAL	35
	B.	TRAFFIC EXCHANGE/INTERCONNECTION	37
	C.	UNBUNDLED NETWORK ELEMENTS	38
	D.	INTERIM NUMBER PORTABILITY	38
IX.		MISDIRECTED REPAIR CALLS	39
X.		ANCILLARY SERVICES AND ARRANGEMENTS	39
	A.	INTERIM NUMBER PORTABILITY	39
	B.	E911/911 SERVICE	42
	C.	DIRECTORY SERVICES	43
	D.	ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY	45
	E.	MISCELLANEOUS ANCILLARY SERVICES, CHARGES, AND PROCEDURES.....	45
XI.		ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS).....	46
XII.		ACCESS TO TELEPHONE NUMBERS	46
XIII.		NOTICE OF CHANGES	47
XIV.		INTERCEPT SERVICE	48
XV.		DATA EXCHANGE FOR BILLING.....	48
XVI.		AUDIT PROCESS	48

	A.	DEFINITION	48
	B.	CONDITION	49
	C.	PROPRIETARY INFORMATION	50
XVII.		SERVICE STANDARDS	50
XVIII.		IMPLEMENTATION SCHEDULE	51
XIX.		MISCELLANEOUS TERMS	51
	A.	GENERAL PROVISIONS.....	51
	B.	TERM AND TERMINATION	51
	C.	BILLING.....	53
	D.	PAYMENT AND DEPOSIT	53
	E.	TAXES, FEES, AND SURCHARGES	55
	F.	FORCE MAJEURE	55
	G.	LIMITATION OF LIABILITY	55
	H.	INDEMNITY	56
	I.	INTELLECTUAL PROPERTY	56
	J.	WARRANTIES	59
	K.	ASSIGNMENT.....	59
	L.	DEFAULT.....	59
	M.	DISCLAIMER OF AGENCY.....	60
	N.	SEVERABILITY	60
	O.	NONDISCLOSURE.....	60
	P.	SURVIVAL	62
	Q.	DISPUTE RESOLUTION	62
	R.	APPLICABLE LAW	64
	S.	JOINT WORK PRODUCT	64
	T.	RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION	65
	U.	COOPERATION ON FRAUD MINIMIZATION.....	65

V.	NOTICES.....	66
W.	RESPONSIBILITY OF EACH PARTY	66
X.	NO THIRD PARTY BENEFICIARIES	67
Y.	BINDING EFFECT	67
Z.	REFERENCED DOCUMENTS.....	67
AA.	PUBLICITY AND ADVERTISING	67
AB.	AMENDMENT	67
AC.	EXECUTED IN COUNTERPARTS	68
AD.	HEADINGS OF NO FORCE OR EFFECT.....	68
AE.	CANCELLATION CHARGES.....	68
AF.	REGULATORY APPROVAL	68
AG.	COMPLIANCE WITH LAWS AND REGULATIONS	68
AH.	ENTIRE AGREEMENT	68
AI.	COOPERATION.....	69
AJ.	CONSENT	69
AK.	LAW ENFORCEMENT AND SERVICE ANNOYANCE	69
AL.	COMPLIANCE WITH COMMUNICATIONS LAW ENFORCEMENT ACT OF 1994 (CALEA)	69
APPENDIX A	PRICING AGREEMENT	A1
APPENDIX B	DIRECTORIES AGREEMENT.....	B1
APPENDIX C	COLLOCATION AGREEMENT.....	C1
APPENDIX D	INNERDUCT OCCUPANCY AGREEMENT.....	D1
APPENDIX E	POLE ATTACHMENT AGREEMENT.....	E1

INTERCONNECTION AND SERVICE RESALE AGREEMENT

This Interconnection and Service Resale Agreement, made as of this _____ day of _____, 199__, is between U S WEST Communications, Inc. ("U S WEST") a Colorado corporation, and Aliant Communications Co. ("Aliant") a Delaware corporation, domesticated in Nebraska.

I. RECITALS

- A. Pursuant to this Agreement U S WEST and Aliant (collectively, the "Parties") will extend certain arrangements to each other for the purpose of offering wireline to wireline services within Local Access and Transport Area ("LATA") 958. This Agreement includes terms, conditions, and prices for network interconnection, access to unbundled network elements, ancillary network services, and retail services available for resale. It will be submitted to the Nebraska Public Service Commission ("Commission") for approval. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions taken previously, or which may be taken in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.
- B. The Parties agree and understand that Aliant is proposing certain provisions in this Agreement, based, in large part, on the Federal Communications Commission's ("FCC") First Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, ref. Aug. 8, 1996 ("FCC 1st Order") and the Second Report and Order and Memorandum Opinion and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, ref. Aug. 8, 1996 ("FCC 2nd Order").
- C. To the extent that any rules contained in the FCC 1st Order and the FCC 2nd Order, or any other FCC Order adopted to implement the Telecommunications Act of 1996 (the "Act"), are deemed by the courts, the FCC, or the Commission to be illegal, unenforceable or without effect, this Agreement shall be modified to comport with such final court decisions, subsequently adopted FCC rules which comply with such judicial decisions or Commission rules. Where it reasonably appears that the Parties would have negotiated different provisions, this Agreement shall also be modified to comply with, and incorporate all changes due to, any additional FCC Orders adopted subsequent to the initiation of this Agreement when such orders become final. The Parties shall amend this Agreement to comply therewith within six (6) months of the effective date of such rulings, decisions, or laws. If the Parties do not agree upon such an

amendment, the issue in dispute shall be resolved in accordance with the Dispute Resolution provisions of this Agreement.

II. SCOPE OF AGREEMENT

- A. This Agreement sets forth the terms, conditions, and prices under which Aliant agrees to provide (1) Telephone Exchange Service and IntraLATA Telephone Toll Services and ancillary network services for resale (referred to as "Resold Local Services") and (2) Unbundled Network Elements (UNE) to U S WEST. The Agreement also sets forth the terms, conditions, and prices under which the Parties agree to provide interconnection and reciprocal compensation for the exchange of local traffic between the Parties for purposes of offering telecommunications services. The Agreement includes all accompanying appendices and the Recitals above are incorporated in this Agreement.

The terms and conditions of this Agreement shall apply to the Appendices attached hereto and made a part of this Agreement. In the event that there is a conflict that is not readily resolved by the context or by resort to unequivocal collateral material, between or among the provisions of this Interconnection and Service Resale Agreement and any of the Appendices attached hereto and made a part hereof pursuant to Section II.A. above, the provisions of this Interconnection and Service Resale Agreement shall prevail and be controlling.

- B. In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval, or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld, or conditioned.
- C. U S WEST will notify Aliant when U S WEST begins offering residential or business exchange services within LATA 958.
- D. Acknowledgment of Deferred Issues
1. U S WEST acknowledges it is Aliant's position that Aliant's existing telecommunications network represents substantial investment. U S WEST further acknowledges Aliant believes that a separate transitional element is necessary to compensate Aliant for the value of its network in this Agreement, that under the Act, the FCC has established a proceeding to address Universal Service Support, and that the Act also empowers the Commission to establish a separate proceeding on universal service issues. U S WEST further acknowledges that Aliant believes that Aliant is entitled to receive additional compensation for costs of implementing various provisions of the Act, and that Aliant shall

seek such additional recovery through future state and/or federal regulatory proceedings.

2. In consideration of U S WEST's willingness to purchase resold local services or unbundled network elements on the terms set forth in this Agreement, and without prejudice to the position it may take at the FCC or before the Commission, Aliant agrees to await the outcome of such proceedings, rather than seek universal service support from U S WEST at this time.
3. U S WEST understands Aliant may file a petition before the Commission requesting modification or suspension of certain requirements of the Act based on Section 251 (f)(2) of the Act. Depending upon the outcome of such petition procedure, language in this Agreement may require modification. Aliant will notify U S WEST when Aliant files for such modification or suspension.

III. DEFINITIONS

Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

- A. "Access Services" refers to the tariffed interstate and intrastate switched access and special access services offered for the origination and/or termination of interexchange traffic (see each Party's appropriate state and interstate access tariffs).
- B. "Access Service Request" or "ASR" means the industry standard forms, e.g. OBF forms and supporting documentation, used for ordering Access Services. The ASR process will be used to order trunking and facilities between the Parties for local interconnection service.
- C. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et.seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission within its state of jurisdiction.
- D. The term "Affiliate" shall mean a person, corporation, or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.
- E. "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the line number of the calling party.

- F. “Busy Verification Service” means an operator service call in which the caller inquires as to the line status of or requests an interruption of a call on another End User/Customer’s Telephone Exchange Service line.
- G. “Calling Name Delivery” or “CNAM”, a Class feature, is an identifying service that allows the End User/Customer to view the calling party’s name and the date and time of the call on a separate display device before the call is answered. The calling party name and the calling party number may both be delivered if the called End User/Customer subscribes to both CNAM and Calling Number Delivery (CND). The information is delivered to an End User/Customer premise equipment (CPE) display device during the first silent interval of the ringing cycle.
- H. “Calling Party Number” or “CPN” is a Common Channel Signaling (“CCS”) parameter which refers to the number transmitted through a network identifying the calling party. Technical Pub. 77342 contains details regarding CPN.
- I. “Carrier Identification Code” or “CIC” denotes the caller’s interexchange carrier to which the traffic should be directed.
- J. “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to:
1. “End Office Switches” which are used to terminate station loops for the purpose of connecting to each other and to trunks;
 - a. “Host End Office” means the end office switches which provide the central call processing functions for itself and its subtending Remote End Office Switches.
 - b. “Remote End Office” means the end office switches which obtain their call processing capability from a Host End Office. The Remote End Office can not accommodate dedicated transport to U S WEST.
 2. “Tandem Office Switch” which is used to connect and switch trunk circuits between and among other Central Office Switches. Access and toll tandems provide connections for Exchange Access, Telephone Toll Service, and Telephone Exchange Service.
- K. “Collocation” means an arrangement whereby one Party’s (the “Collocating Party”) facilities are terminated in its equipment necessary for Interconnection or for access to network elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the “Housing

Party”). Collocation may be “physical” or “virtual”. In “Physical Collocation” the Collocating Party installs and maintains its own equipment in the Housing Party’s premises. In “Virtual Collocation” the Housing Party installs and maintains the collocating Party’s equipment in the Housing Party’s premises.

- L. “Commission” means the Nebraska Public Service Commission.
- M. “Common Channel Signaling” or “CCS” means a method of digitally transmitting call setup and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call.
- N. “Competitive Local Exchange Carrier” or “CLEC” means an entity authorized by the Commission to provide Telephone Exchange Service that does not otherwise qualify as an incumbent LEC.
- O. “Cross-Connect” means facilities between U S WEST’s collocation space and Aliant’s network.
- P. “Custom Local Area Signaling Services” or “CLASS” means a group of End User/Customer services that provide selective-call screening, alerting, and calling-identification delivery functions. CLASS services take advantage of the calling-number information in common-channel signaling. CLASS is a service trademark of Bellcore.
- Q. The terms “Directory” or “Directories” shall mean publications, in any format or media, issued by Aliant comprised of or containing the alphabetical listings of End Users/Customers having local Exchange telephone service (which have been known as the “Aliant White Pages”) and any advertising contained therein, as well as those publications comprised of or containing classified listing and classified advertising (which have been known as the “Aliant Yellow Pages”).
- R. “Directory Listings” or “Listings” means any information (1) identifying the listed names of End Users/Customers of a telecommunications carrier and such End Users/Customers’ telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the telecommunications carrier or an affiliate has published, caused to be published, or accepted for publication in any directory format.
- S. “End User/Customer” means a third-party (residence or business) that subscribes to Telephone Exchange Service provided by either of the Parties.

- T. The term “End User/Customer List Information” shall mean a list of the names, addresses, and telephone numbers and any privacy indicators of End Users/Customers as supplied to Aliant by U S WEST.
- U. “Enhanced Local Calling Area” or “ELCA” means traffic terminating within a specified radius of the calling exchange, as measured from the originating central office switch rating point to the terminating central office switch rating point. ELCA areas are described in Aliant’s Local Exchange Tariff.
- V. “Enhanced Service Provider” is defined as any entity which provides enhanced services. Enhanced services shall be defined consistent with the FCC’s definition. They are services that employ computer processing applications which act on the format, content, code, protocol, or similar aspects of the End User/Customer’s transmitted information; provide the End User/Customer additional, different, or restructured information; or involve End User/Customer interaction with stored information.
- W. “Exchange” shall be defined as provided by the Rules of the Commission.
- X. “Exchange Access” means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.
- Y. “Exchange Message Interface” or “EMI” is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement, and study data. EMI format is contained in SR-320 CRIS Exchange Message Interface, an ATIS (Alliance for Telecommunications Industry Solutions) document that defines industry standards for exchange message interfaces.
- Z. “Extended Area Service” or “EAS” shall mean telecommunication service whereby End Users/Customers located in a given exchange may make calls to and receive calls from another exchange or make calls to one or more exchanges without usage charges. EAS areas are determined by the Commission.
- AA. “Interconnection” is the linking of the Parties’ networks for the mutual exchange of traffic and for U S WEST’s access to unbundled network elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by Collocation, entrance facilities, or Mid-Span Meet arrangements.

- AB. “Integrated Services Digital Network” or “ISDN” means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- AC. “Interexchange Carrier” or “IXC” means a carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.
- AD. “IntraLATA Telephone Toll Service” is defined in accordance with Aliant's current IntraLATA Toll serving areas, as determined by the Commission.
- AE. “Local Access and Transport Area” or “LATA” denotes a geographical area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to service common social, economic, and other purposes.
- AF. “Loop” or “Local Loop” means the entire transmission path which extends from, but not including, the NID at an End User/Customer’s premises to the Main Distribution Frame or other designated frame or panel in the Aliant Wire Center which serves the End User/Customer.
- AG. “Local Service” or “Local Traffic” is defined as Telephone Exchange Service.
- AH. “Local Service Request” or “LSR” means the industry standard forms, e.g. OBF forms and supporting documentation and associated procedures used for ordering Local Service.
- AI. “LSPI” is defined as Local Service Provider Identification.
- AJ. “Local Switch Features” are optional End User/Customer switched services that include, but are not necessarily limited to: Last Call Return; Call Trace; Caller ID and Caller Display Blocking; Priority Call, Call Waiting; Selective Call Forward; Call Rejection.
- AK. “Main Distribution Frame” or “MDF” means the distribution frame of the Party providing Loop facilities. The MDF is used to connect cable pairs and line and trunk equipment terminals on a switching system.
- AL. “Mated Pair Functionality” refers to the deployment of Service Control Points (SCPs) and Service Transfer Points (STPs). SCPs and STPs are usually deployed in mated pair configurations in separate physical locations to ensure network-wide service in the event of an isolated failure.

- AM. “MECAB” refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more local exchange carriers “LECs” (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.
- AN. “MECOD” refers to the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, that functions under the auspices of the CLC of ATIS. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Bellcore as SRBDS 00983.
- AO. “Mid-Span Meet” is a Point of Interface between two networks, designated by two telecommunications carriers, at which one carrier’s responsibility for service begins and the other carrier’s responsibility ends.
- AP. “Network Interface Device ” or “NID” is a device wired between a loop and the inside wiring to isolate the End User/Customer’s equipment from the network at the End User/Customer’s premises.
- AQ. “Nonrecurring Charge” means any charge not billed on a monthly recurring or usage basis, e.g. one time installation, service order, trip, or central office charge.
- AR. “North American Numbering Plan” or “NANP” means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- AS. “NXX” means the fourth, fifth and sixth digits of a ten-digit telephone number.
- AT. “OCN” is defined as Operating Company Number.
- AU. “Party” means either Aliant or U S WEST and “Parties” means Aliant and U S WEST.

- AV. “Point of Interface” or “POI” is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs (including a LEC and a CLEC) takes place.
- AW. “Public Safety Answering Point” or “PSAP” is an answering location for 911 calls originating within a defined geographic area.
- AX. “Publish” means not by way of limitation but by way of illustration, the following with respect to the Directories:
1. obtaining and using End User/Customer List Information, End User/Customer delivery information, telephone service provider information, and community information;
 2. selling, pricing, and advertising;
 3. promoting usage, marketing, and branding;
 4. developing, designing, composing, arranging, compiling, advertising, content, format, and style;
 5. exercising editorial control;
 6. sizing, producing, printing, and manufacturing;
 7. delivering and distributing, and
 8. managing other miscellaneous matters related to the Directories.
- AY. “Rate Center” means the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of Telephone Exchange Service. The “Rate Center Point” is the finite geographic point identified by a specific V & H coordinate, which is used to measure distance-sensitive End User/Customer traffic to or from the particular NPA-NXX designations associated with the specific Rate Center. The “Rate Center Area” is the exclusive geographic area identified as the area within which the LEC will provide Telephone Exchange Service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center Point must be located within the Rate Center Area.
- AZ. “Reseller” is a category of CLEC, certified by the Commission, that obtains dial tone and associated telecommunications services from Aliant through the purchase of bundled finished services for resale to the CLEC’s End Users/Customers.

- BA. “Service Control Point” or “SCP” means a signaling end point that acts as a data base to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.
- BB. “Service Management System” or “SMS” is defined as a computer data base system not part of the public switched network that interconnects to an SCP and sends to that SCP information and call processing instructions needed for a network switch to process and complete a telephone call. The SMS is the mechanism used to populate call-related data base information stored in a service provider’s SCP.
- BC. “Service Switching Point” or “SSP” means a telephone switch capable of launching queries to and receiving responses from entities in the SS7 network. A query/response pair is sometimes referred to as a “data base dip”. SSP functionality is service-specific, that is, 800-number functionality is distinct from LIDB functionality, which is distinct from CNAM functionality.
- BD. “Signaling Transfer Point” or “STP” means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives, and processes Common Channel Signaling messages.
- BE. “Switched Exchange Access Service” means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors, or similar Switched Exchange Access services.
- BF. “Tariff Services” as used throughout this Agreement refers to the respective Parties’ interstate tariffs and state tariffs, price lists, price schedules, and catalogs.
- BG. “Telecommunications Carrier” means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing telecommunications services, except that the FCC shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

- BH. "Telecommunications Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- BI. "Telephone Exchange Service" means (a) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End Users/Customers intercommunicating service of the character ordinarily furnished by a single exchange or local calling area and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a End User/Customer can originate and terminate a telecommunications service. EAS and ELCA services are included in Telephone Exchange Service. Services such as voice mail service are not Telephone Exchange Service and therefore are not available for resale.
- BJ. "Telephone Toll Service" means telephone service between different exchange areas of which there is a separate charge not included in contracts with End Users/Customers for exchange service.
- BK. "Traffic Type" is the characterization of traffic as Telephone Exchange Service (also known as Local, EAS, or ELCA) or "Telephone Toll Service" which shall be the same as the characterization established by the effective tariffs of the incumbent local exchange carrier as of the date of this agreement.
- BL. "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Office switches, used for the provision of Telephone Exchange Service and Exchange Access Services, are located.
- BM. "0ZZ Digits" denotes the domestic call type, e.g. 1+, and thus the specific trunk group onto which a particular call should be routed.

IV. TRAFFIC EXCHANGE

A. Scope

Traffic exchange addresses the exchange of traffic between U S WEST End Users/Customers and Aliant End Users/Customers. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks, without the use of third party transit providers.

B. Types of Traffic

The types of traffic to be exchanged under this Agreement include:

1. Local Traffic

a. Termination of Local Traffic

Telephone Exchange Service will be terminated as Local traffic.

b. Transport of Local Traffic

As negotiated between the Parties, the exchange of local traffic between the Parties may occur in several ways:

- i. While the Parties anticipate the use of two-way trunks for the delivery of local traffic, either Party may elect to provision its own one-way trunks for delivery of local traffic to be terminated on the other Party's network at the POI.
 - ii. The Parties may elect to purchase transport services between Aliant's network and U S WEST's POI from each other or a third party. Such transport may be purchased from Aliant as either common transport or dedicated transport.
 - iii. Based on forecasted traffic, where there is a DS1's worth of traffic (512 CCS) between the U S WEST POI and an Aliant end office, the Parties agree to provision a dedicated two-way trunk group from the U S WEST POI directly to the Aliant end office. To the extent that U S WEST has established a Collocation arrangement at an Aliant end office location, the Parties agree that U S WEST shall provide two-way dedicated facilities, unless one-way is technically required, from that end office to the U S WEST POI. In all other cases, the dedicated facility may be provisioned by Aliant or U S WEST or a third party. If both U S WEST and Aliant desire to provision the facility and can not otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.
- c. The Parties expect that, where feasible, local traffic will be delivered to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. Inband signaling may be used if CCS/SS7 is not available.

2. Non-local traffic

Non-local traffic consists of Telephone Toll Service. The Parties expect that, where feasible, non-local traffic will be delivered to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. Inband signaling may be used if CCS/SS7 is not available.

3. Access traffic

U S WEST will have dedicated transport to IXC's for the purpose of originating and terminating Telephone Toll Service to their End Users/Customers.

4. Transit Traffic

- a. Aliant will accept traffic originated by U S WEST and will terminate it at a POI with another CLEC, Exchange Carrier, or Wireless Carrier. Aliant will provide this transit service only through its tandem switch. Aliant may provide U S WEST and other network providers with Wireless interconnection usage reports on traffic which originated from or to U S WEST when requested. U S WEST may also provide Aliant with transit service.
- b. The Parties expect that all networks involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMI standard and to exchange records with both the transiting company and the terminating company to facilitate the billing process to the originating network. Inband signaling may be used if CCS/SS7 is not available.
- c. The Parties will only accept as transit traffic calls originating and terminating in the same Local calling area as defined by Aliant's Local Exchange Tariff.

5. Ancillary traffic includes all traffic destined for ancillary services, including, but not limited to the following:

- a. 911/E911
- b. 8ZZ
- c. LIDB
- d. CNAM

Unless otherwise stated in this Agreement, ancillary traffic will be exchanged in accordance with whether the traffic is Telephone Exchange Service, Intra-LATA Telephone Toll Service, or Access Traffic, as appropriate.

C. Rate Structure - Local Traffic

1. Call Termination

- a. The Parties agree that call termination rates as listed in Appendix A will apply for the termination of Local Traffic on a per minute of use basis between the Parties.
 - i. For traffic routed to an Aliant or U S WEST end office, the end office call termination rate listed in Appendix A shall apply. Transport rates may apply as described below.
 - ii. For traffic routed to an Aliant or U S WEST tandem switch, the tandem switching rate listed in Appendix A shall apply. Transport rates may apply as described below.
- b. The U S WEST switch(es) shall be treated as end office switch(es). The Parties acknowledge that U S WEST may, in the future, deploy switch(es) in LATA 958. As a matter of convenience, U S WEST may transmit its terminating Local Traffic among one or more switches. Such a switching architecture and arrangement are not to change or affect the amounts due U S WEST for terminating such traffic. The foregoing does not preclude U S WEST from introducing a tandem office switch. U S WEST will notify Aliant at least six (6) months before it makes a Tandem Office Switch operational.
- c. For purposes of call termination, this Agreement recognizes the unique status of traffic originated by and terminated to Enhanced Service Providers. These parties have historically been subject to an access charge exemption by the FCC which permits the use of Telephone Exchange Service as a substitute for switched access service. Aliant expects that the FCC will address this exemption in its forthcoming access charge reform proceeding. Until any such reform affecting Enhanced Service Providers is accomplished, the Parties agree to exempt traffic originated to and terminated by Enhanced Service Providers from the reciprocal compensation arrangements of this Agreement.

- d. Each Party will compensate the other for its traffic originating on its network and terminating to the other Party's End User/Customer. The rates for this traffic are listed in Appendix A. One way traffic terminating to paging terminals is not included in this compensation. Both originating and terminating points for the minutes of use must be contained within the same Local calling area as defined by Aliant's Local Exchange Tariff. The Party which provides transit service to the other Party is entitled to compensation based on the transit service provided.
- e. Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

2. Transport

- a. If the Parties elect to each provision their own one-way trunks to the other Party's end office for the termination of local traffic, each Party will be responsible for its own expenses associated with the trunks and appropriate transport rates will apply. End Office call termination rates shall apply as described above.
- b. If U S WEST desires to purchase dedicated transport from Aliant, the dedicated transport rate elements will apply. Transport rate elements include the dedicated transport facilities between the POI and the terminating tandem or end office switches. The applicable dedicated transport rates are listed in Appendix A. End Office call termination and applicable common transport rates shall also apply and are listed in Appendix A.
- c. Dedicated transport facilities are provided as dedicated DS3 or DS1 facilities without the tandem switching functions for the use of either Party between the POI and the terminating end office or tandem switch. These fiber facilities are provided with redundancy.
- d. If the Parties elect to establish two-way dedicated trunks, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The compensation shall be pursuant to the rates for dedicated transport listed in Appendix A. The actual rate paid to Aliant for the dedicated facility shall be reduced to reflect Aliant's use of that facility. The adjustment in the dedicated transport rate shall be a percentage that reflects Aliant's relative use, i.e., originating minutes of use, of the facility in the busy hour. The percentage for the first year the Agreement is in effect shall be fifty (50) percent U S WEST usage and fifty (50) percent Aliant

usage. At the end of the first year, Aliant will perform a traffic study. This traffic study shall be used to true-up the prior year's usage and shall remain in effect for the following year. Aliant will perform a traffic study no more than once per year to determine this percentage. Except for the first year, there shall be no retroactive true-up.

- e. When U S WEST purchases common transport from Aliant for the purpose of terminating Telephone Exchange Service, the common transport rate elements will apply. Common transport rate elements include the common transport facilities between Aliant's Tandem Switch and the terminating End Office Switch. A call terminating to an Aliant Host End Office, using common transport, will be billed the common transport rate. A call terminating to an Aliant Remote End Office will be billed common transport rates for facilities between Aliant's Tandem Switch and the Host End Office and also for the facilities between Aliant's Host End Office and the terminating Remote End Office. The applicable common transport rates are listed in Appendix A. End Office call termination rate and tandem switching rate shall apply as described above.
- f. Multiplexing options are available at rates described in Appendix A.

D. Rate Structure - Non-Local Traffic

Applicable Switched Access Tariff rates, terms, and conditions apply to non-Telephone Exchange Service traffic routed to an access or toll tandem, or directly to an end office. For transiting non-local traffic, the Parties will charge the applicable switched access rates to the responsible carrier, e.g. an IXC.

E. Rate Structure - Transit Traffic

For transiting local traffic, the applicable tandem switching and common transport rates in Appendix A apply to the originating party based on the use of the corresponding facilities in transiting the call.

F. Local Service Interface Code Availability and Optional Features

1. Interface Code Availability

Supervisory Signaling specifications and the applicable network channel interface codes for local service trunks are the same as those used for Feature Group D Switched Access Service, as described in the Parties' applicable switched access tariffs.

2. Optional Features

a. Inband MF or SS7 Out-of-Band Signaling

Inband MF signaling and SS7 Out-of-Band Signaling are available for local service trunks. MF signaling or SS7 Out-of-Band Signaling must be requested on the order for the new local service trunks. Provisioning of the local service trunks equipped with MF signaling or SS7 Out-of-Band Signaling is the same as that used for Feature Group D Switched Access.

b. Clear Channel Capability

Clear Channel Capability permits 24 DS0-64 kbit/s services or 1.536 Mbit/s of information on the 1.544 Mbit/s line rate. Clear Channel Capability is available for local service trunks equipped with SS7 Out-of-Band Signaling. Clear Channel Capability is only available on trunks to Aliant's tandem switch or Aliant's end office switches. Where not currently available, requests for Clear Channel Capability and prices will be considered on an individual case basis. Clear Channel Capability must be requested on the order for the new local service trunks. The provisioning of the local service trunks equipped with Clear Channel Capability is the same as that used for Feature Group D Switched Access Service. Aliant will provide U S WEST with a list of Aliant end offices and tandem equipped with Clear Channel Capability. The rates for Clear Channel Capability are listed in Appendix A.

G. Measuring Local Service Minutes

1. Measurement of terminating local minutes begins when the terminating Local Service entry switch receives answer supervision from the called End User/Customer's end office indicating the called End User/Customer has answered. The measurement of terminating call usage over Local Service trunks ends when the terminating Local Service entry switch receives disconnect supervision from either the called End User/Customer's end office, indicating the called End User/Customer has disconnected, or U S WEST's POI, whichever is recognized first by the entry switch.
2. Aliant and U S WEST are required to provide each other the proper call information, e.g. originated call party number and destination call party number, etc., to enable each Party to issue bills in a complete and timely fashion.

H. Testing

All testing and performance standards are described in Aliant's State Access Tariff.

I. Mileage Measurement

Where required, the mileage measurement will be consistent with Aliant's State Access Tariff.

V. INTERCONNECTION

Aliant will provide Interconnection at the trunk interconnection points, the central office cross-connect points, and the MDF.

A. Mid-Span Meet POI

1. A Mid-Span Meet POI is a negotiated point of connection limited to the interconnection of facilities between the Parties' switches. Mid-Span Meet POI may be accomplished by the Parties through negotiation of the actual physical point of connection and facilities to be used. Each Party will be responsible for its portion of the construction of the facilities to the Mid-Span Meet POI.
2. If the Mid-Span Meet arrangement is to be used for access to unbundled network elements, U S WEST must pay the portion of the economic costs of the Mid-Span meet arrangements used by U S WEST for access to unbundled network elements.

B. Collocation

Interconnection may be accomplished through Collocation. The terms and conditions under which Collocation will be available are described in Appendix C.

C. Entrance Facility

Interconnection may be accomplished through the provision of an entrance facility. An entrance facility extends from the Wire Center of the provider to the other Party's switch location. Entrance facilities may not extend beyond the area described by the provider's Wire Center. The rates for entrance facilities are listed in Appendix A.

D. Quality of Interconnection

Aliant will provide to U S WEST Interconnection of a quality equal to that which Aliant provides to itself.

Both Parties agree to manage their network switches in accordance with current industry standards.

E. Point of Interface

Upon the request for specific point-to-point routing, Aliant will make available to U S WEST information indicating the location and technical characteristics of Aliant's network facilities. The following alternatives are negotiable:

1. A DS1 or DS3 facility, where digital facilities are available (where suitable facilities are not available and Aliant is required to build, construction charges as described in Aliant's General Exchange Tariff will apply);
2. Collocation; and
3. Negotiated Mid-Span Meet facilities.

Each Party is responsible for providing its own facilities up to the Mid-Span Meet POI. The Parties will negotiate the facilities arrangement between their networks.

F. Trunking Requirements

1. The Parties agree to provide interconnection facilities that are designed to meet industry standards.
2. Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements, e.g. (1) billing requirements - switched access vs. local traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to TOPS tandems. The following is the current list of traffic types that may require separate trunk groups, unless specifically otherwise stated in this Agreement.
 - a. Telephone Toll Service and switched access trunks
 - b. Telephone Exchange Service trunks
 - c. Directory Assistance trunks
 - d. 911/E911 trunks

- e. Operator services trunks
 - f. Transit service (including CMRS)
 - g. 8ZZ trunks, e.g. 800 service
3. Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of Telephone Exchange Service, Telephone Toll Service, transit service, and switched access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated.
 4. The Parties will provide Common Channel Signaling (CCS) to one another, where available, in conjunction with all Telephone Exchange Service. All CCS signaling parameters will be provided including calling party number (CPN), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.
 5. Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. When the Parties interconnect via CCS for jointly provided switched access service, the tandem provider will provide MF/CCS interworking as required for interconnection with IXC's who use MF signaling.
 6. The Parties will follow appropriate OBF adopted standards pertaining to LSRs and CIC/OZZ codes.
 7. The Parties will cooperate in the provision of Transit Network Selection for the joint provision of switched access. Transit Network Selection is the provision of CIC and OZZ signaling codes and digits to facilitate the transport of transit traffic via alternate tandem switching providers. Additional details of the provision of CIC and OZZ and alternate tandem switching are contained in Aliant's State Access tariff.
 8. The Parties shall terminate Telephone Exchange Service traffic exclusively on Telephone Exchange Service trunk groups.

G. Interconnection Forecasting

1. The Parties agree that joint planning meetings will take place at least once per year. This planning will include issues of network capacity, forecasting, and compensation calculation, where appropriate.
2. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups.

- a. Intercompany forecast information must be provided by the Parties to each other once a year. These forecasts shall include forecasted requirements for each trunk group identified in this Agreement. Forecasts shall be for a minimum of three (current, plus-1 and plus-2) years.
 - b. Forecasts shall include a description of major network projects anticipated that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand.
 - c. If differences in the forecasts of the Parties vary by more than 24 additional two-way trunks for each Local Service Interconnection trunk group, the Parties shall reconcile the forecast to within 24 trunks.
3. Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.

H. Service Interruptions

1. Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. Collectively, the Parties will use their best good faith efforts to complete and agree on such a plan.
2. The characteristics and methods of operation of any circuits, facilities, or equipment of either Party connected with the services, facilities, or equipment of the other Party pursuant to this Agreement shall not:
 - a. Interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services;
 - b. Cause damage to their plant;
 - c. Violate any applicable law or regulation regarding the invasion of privacy of any communication carried over the Party's facilities; or
 - d. Create hazards to the employees of either Party or to the public.

Each of these requirements is hereinafter referred to as an “Impairment of Service”.

3. If either Party causes an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the “Impaired Party”) shall promptly notify the Party causing the Impairment of Service (the “Impairing Party”) of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility, or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility, or equipment.
4. When U S WEST reports trouble to Aliant and no trouble is found in Aliant’s equipment, U S WEST will be responsible for payment of service maintenance charges listed in Appendix A for the period of time from when Aliant’s personnel are dispatched to when Aliant’s personnel complete the work. Conversely, if Aliant reports trouble to U S WEST and no trouble is found in U S WEST’s equipment, Aliant will be responsible for payment of service maintenance charges listed in Appendix A for the period of time from when U S WEST personnel are dispatched to when U S WEST’s personnel complete the work.
5. No out-of-service credit will apply for service interruptions if the trouble is a result of a failure in the equipment or service of the Party that was out of service.
6. Each Party shall be solely responsible, and bear the expense, for the overall design of its services. Each Party shall also be responsible for any redesign or rearrangement of its services that may be required because of changes in facilities, operations or procedures, minimum network protection criteria, and operating or maintenance characteristics of the facilities.
7. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a trouble reporting contact for such service. Aliant’s contact is its Service Assurance Center (SAC).
8. Where new facilities, services and arrangements are installed, Aliant shall ensure that continuity exists and take appropriate transmission measurements as described in its State Access Tariff before advising U S WEST the new circuit is ready for service.

9. Each Party shall furnish a trouble reporting telephone number for the designated SAC. This number shall give access to the location where any trouble reports are readily available. Aliant provides twenty-four hour, seven days per week access to the SAC.
10. Before either Party reports a trouble condition, they shall use their best efforts to isolate the trouble to the other's facilities.
 - a. In cases where a trouble condition in one Party's facilities and network affects a significant portion of the other's service, the Party whose facilities and network are causing the trouble shall assign the same priority to correcting the trouble condition that it would assign if the trouble condition were affecting its own, like End Users/Customers.
 - b. The Parties shall actively cooperate in isolating trouble conditions.

I. Proof of Authority

Prior to placing orders that change the Local Service provider of an End User/Customer, the ordering Party shall be responsible for obtaining and having in its possession Proof of Authority ("POA"). POA shall be documentation consistent with the rules and requirements of the FCC, the Commission, and applicable law. Currently, such selection may be obtained in the following ways:

1. The End User/Customer's written Letter of Authorization or LOA.
2. The End User/Customer's electronic authorization by use of an 8ZZ number.
3. The End User/Customer's oral authorization verified by an independent third party (with third party verification as POA).
4. A prepaid returnable postcard supplied by U S WEST which has been signed and returned by the End User/Customer. U S WEST will wait fourteen (14) days after mailing the postcard before placing an order to change.

J. Changes in Local Service Provider

If an End User/Customer or some other affected person disputes the authority of a Party to change the Local Service provider (or to take other action on behalf of such End User/Customer), or if some other discrepancy is asserted

with respect to the propriety of an order affecting the Local Service on an End User/Customer, the Party placing such order shall be responsible to provide the appropriate evidence of its authority to place such an order within thirty (30) days.

1. If there is a conflict between the End User/Customer and the evidence of the Party, then the designation of the End User/Customer shall be honored. But where the Party's evidence of authority is genuine and proper, any customary charge or fee to transfer the End User/Customer shall be borne by the End User/Customer or the Local Service provider to which the End User/Customer is transferred.
2. If the Party is unable to provide the appropriate evidence of its authority for placing the order within thirty (30) days (or if the evidence indicates the authority was not adequate or justified), then the Party must direct and facilitate the return of the End User/Customer to the *status quo ante*, including returning any End User/Customer records, information, and billing data, reestablishing the service of the End User/Customer with its prior Local Service carrier. Further, and as appropriate, such Party shall pay one or more of the following charges the rates for which are listed in Appendix A:
 - a. local service provider change charge
 - b. unauthorized local service provider change charge
 - c. nonrecurring charges associated with the unbundled network elements, if any.

VI. UNBUNDLED NETWORK ELEMENTS (UNEs)

A. General Terms

1. Aliant agrees to provide the following unbundled network elements which are addressed in more detail in later sections of this Agreement:
 - a. transport
 - b. digital cross-connect systems
 - c. local loop
 - d. network interface devices
 - e. directory assistance
 - f. busy verification service
 - g. operator services
 - h. multiplexing

2. Aliant will not restrict the types of telecommunications services U S WEST may offer through unbundled elements, nor will it restrict U S WEST from combining elements with any technically compatible equipment U S WEST owns. Aliant will provide U S WEST with all of the telecommunication service functionalities of a particular element, so that U S WEST can provide any telecommunications services that can be offered by means of the element.

3. Eminent Domain for Unbundled Network Elements

Aliant shall have the right to terminate the provision of a specific unbundled network element at any time where the Wire Center premises or the unbundled network element itself become the subject of a taking by eminent domain authority having such power. Aliant shall notify U S WEST of such termination and identify the schedule by which U S WEST shall proceed to have any U S WEST equipment connected to the unbundled network element removed. U S WEST shall have no claim against Aliant for any relocation expenses (unless Aliant is awarded relocation expenses as part of any award made for such taking), any part of any award that may be made for such taking, or any loss of business from full or partial interruption or interference due to any termination.

- B. Description of Unbundled Elements

1. Transport

Aliant will provide U S WEST with connection to dedicated transmission facilities between its offices or between such offices and those of competing carriers.

2. Digital Cross-Connect Systems

Aliant will provide U S WEST with connection to mutually agreed upon digital cross-connect system (DCS) points.

3. Unbundled Local Loops

- a. Service Description

- i. An Unbundled Loop establishes a transmission path between the Aliant distribution frame (or equivalent) up to, but not including, Aliant's network interface device (NID). For existing loops, the inside wire connection to the NID will remain intact.

- ii. Basic Unbundled Loops are available as a two-wire or four-wire, point-to-point configuration suitable for Telephone Exchange Services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, U S WEST is requested to specify loop start or ground start option. The actual loop facilities that provide this service may utilize various technologies or combinations of technologies. Basic Unbundled Loops provide an analog facility to U S WEST.

To the extent U S WEST requires an Unbundled Loop to provide ISDN, DS1, or other International Telecommunications Union (ITU) standard level digital services, such requirements will be identified on the order for Unbundled Loop Service. Conditioning charges will apply, as required, to condition such loops to ensure the necessary transmission standards are satisfied. Such rates will be established on a per case basis.

- b. Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in the appropriate Technical Reference Publications. Aliant's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces, and parameters. Aliant does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between U S WEST's End User/Customer and Aliant's end office and may vary due to characteristics inherent in the physical network. Aliant, in order to properly maintain and modernize the network, may make necessary modifications and changes to the network elements in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to Section XIII, Notice of Changes, following.
- c. Facilities and lines furnished by Aliant on the premises of U S WEST's End User/Customer and up to, and including, the NID or equivalent are the property of Aliant. Aliant must have access to all such facilities for network management purposes. Aliant's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop Service to remove such facilities and lines.

- d. Unbundled Loops include the facilities between the Aliant distribution frame up to but not including Aliant's NID located at U S WEST's End User/Customer premises. The connection between the distribution frame and U S WEST facilities is accomplished by ordering the applicable cross-connect in conjunction with Collocation in Appendix C.
 - e. Rates for Unbundled Loops are listed in Appendix A.
 - f. If applicable, construction charges pursuant to Aliant's General Exchange Tariff, may apply to the construction of new unbundled loops on behalf of U S WEST.
- 4. Network Interface Device (NID)
 - a. Service Description

The NID is a device wired between a loop and the inside wiring to terminate the inside wiring and isolate the End User/Customer's equipment from the network at the End User/Customer's premises. The NID is available in single and multiple pair configurations.
 - b. Aliant connects facilities to the network side of the NID and the End User/Customer, or its agent, connects the inside wire to the End User/Customer side of the NID. Only Aliant will connect facilities, whether owned by Aliant or U S WEST, to the network side of Aliant's NID. This service will be provided as Network Interface Device connection. The Network Interface Device connection non-recurring charge, as listed in Appendix A, will apply.
 - c. If U S WEST purchases an unbundled NID, the Network Interface Device connection recurring charge, as listed in Appendix A, will apply. When a premise visit is required, a Network Interface Device connection non-recurring charge, as listed in Appendix A, will also apply.
 - d. The price for physical access to the NID, if applicable, will be provided on an individual case basis.
- 5. Directory Assistance
 - a. Aliant agrees to provide to U S WEST directory assistance service and caller-optional directory assistance call completion service

which is comparable in every way to the directory assistance call completion service Aliant makes available to its own users.

- b. The rates for directory assistance and directory call completion are listed in Appendix A.
- c. Additional charges, for Aliant IntraLATA Telephone Toll Services, also apply for completed IntraLATA Telephone Toll calls as listed in Appendix A. Rates for this service shall be Aliant's tariffed rates minus the appropriate discount as listed in Appendix A.

6. Busy Verification Service

- a. Line Status is performed when the U S WEST's End User/Customer requests assistance from Aliant's operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the End User/Customer initiating the Line Status inquiry. Only one Line Status attempt will be made per End User/Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.
- b. Busy Interrupt is performed when Aliant's operator bureau interrupts a telephone call in progress after Line Status has been performed. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the End User/Customer initiating the Busy Interrupt request. The operator bureau will make only one Busy Interrupt attempt per End User/Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.
- c. The rates for Line Status and Busy Interrupt are listed in Appendix A.
- d. Each Party's operator bureau shall accept Line Status and Busy Interrupt inquiries from the operator bureau of the other Party in order to allow transparent provision of Line Status and Busy Interrupt traffic between the Parties networks.
- e. Each Party shall route the Line Status and Busy Interrupt traffic inquiries over separate direct trunks (and not the local service or IntraLATA Telephone Toll Service trunks) established between the Parties' respective operator bureaus.

7. Operator Services

a. Description of Service

Operator Services refers to functions End Users/Customers associate with the “0” operator.

b. Functions include:

- i. 0-Coin (Zero Minus Coin) these functions complete coin calls, collect coins and provide coin rates.
- ii. Alternate Billing Services (ABS or 0+ (Zero Plus Dialing): Bill to third party, Collect and Mechanized Credit Card System (MCCS).
- iii. 0- (Zero Minus) or operator assistance which provides general assistance such as dialing instruction and assistance, rate quotes for Aliant provided services, and emergency call completion.

c. Call Completion and Assistance

Aliant Operators will provide operator call completion, and assistance to any U S WEST End User/Customer reaching Aliant Operators in the same manner as they provide such services for End Users/Customers served by Aliant.

d. Rates for Operator Services (Toll and Local) are listed in Appendix A.

8. Multiplexing

Aliant will make available multiplexing services in connection with Aliant’s unbundled transport or other Aliant services or Aliant’s unbundled network elements.

9. Additional Unbundled Network Elements

- a. Any request for Interconnection or access to an UNE that is not already available as described herein shall be treated as a Bona Fide Request (“BFR”). Aliant shall use the BFR process to determine the terms and timetable for providing the requested Interconnection or access to UNEs, if available, and the technical feasibility of

new/different points of Interconnections. Aliant will administer the BFR process in a non-discriminatory manner.

- b. A BFR shall be submitted in writing and on the appropriate Aliant form for BFRs. The form will request, and U S WEST will need to provide, at a minimum:
 - i. a technical description of each requested UNE or new/different points of Interconnection.;
 - ii. the desired interface specification;
 - iii. each requested type of Interconnection or access;
 - iv. a statement that the Interconnection or UNE will be used to provide a Telecommunications Service;
 - v. the quantity requested;
 - vi. the specific location requested;
 - vii. if the requested UNE is a proprietary element as specified in Section 251(d)2 of the Act, U S WEST must submit documentation that demonstrates that access to such UNE is necessary, that the failure to provide access to such UNE would impair the ability of U S WEST to provide the services that it seeks to offer, and that U S WEST's ability to compete would be significantly impaired or thwarted without access to such requested proprietary UNE; and
 - viii. if the requested UNE is a non-proprietary element as specified in Section 251(d)(2) of the Act, U S WEST must submit documentation that demonstrates that denial of access to such non-proprietary UNE would decrease the quality or increase the cost of the service sought to be offered by U S WEST.
- c. Within fifteen (15) business days of its receipt, Aliant shall acknowledge receipt of the BFR and in such acknowledgment advise U S WEST of missing information, if any, necessary to process the BFR. Thereafter, Aliant shall promptly advise U S WEST of the need for any additional information that will facilitate the analysis of the BFR.

- d. Within thirty (30) business days of its receipt of the BFR and all information necessary to process it, Aliant shall provide to U S WEST a preliminary analysis of the BFR. The preliminary analysis shall specify Aliant's conclusions as to whether or not the requested Interconnection or access to an unbundled network element complies with the unbundling requirements set forth above.
 - i. If Aliant determines that a BFR does not qualify as a network element or Interconnection that is required to be provided under the Act, Aliant shall notify U S WEST within forty (40) business days.
 - ii. If Aliant determines that the BFR qualifies under the Act, it shall notify U S WEST in writing of such determination within forty (40) business days.
 - iii. As soon as feasible, but in any case within ninety (90) business days after Aliant notifies U S WEST that the BFR qualifies under the Act, Aliant shall provide to U S WEST a BFR quote. The BFR quote will include, at a minimum, a description of each interconnection and network element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection or the network elements and any minimum volume and term commitments required.
- e. If Aliant has indicated minimum volume and term commitments, then within thirty (30) business days of its receipt of the BFR quote, U S WEST must either agree to purchase under those commitments, cancel its BFR, or seek mediation or arbitration.
- f. If U S WEST has agreed to minimum volume and term commitments under the preceding paragraph, U S WEST may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation U S WEST will pay Aliant's reasonable development costs incurred in providing the Interconnection or network element, to the extent that those development costs are not otherwise amortized.
- g. If either Party believes that the other Party is not requesting, negotiating, or processing any BFR in good faith, or disputes a determination, or quoted price or cost, it may seek arbitration pursuant to the Dispute Resolution provision of this Agreement.

VII. RESALE

A. Description

Aliant's Telephone Exchange Service, Local Switch Features, and IntraLATA Telephone Toll Service (as defined in Section III) will be available for resale from Aliant pursuant to the Act. This Agreement references terms, conditions, and retail prices in Aliant tariffs, where applicable. Appendix A lists services under this Agreement and applicable discounts.

B. Scope

1. Telephone Exchange Service, Local Switch Features, and IntraLATA Telephone Toll Service may be resold only for their intended or disclosed use and only to the same class of End User/Customer to which Aliant sells such services, e.g. residence service may not be resold to business End Users/Customers.
2. Aliant shall provide to U S WEST services for resale that are equal in quality, subject to the same lawful conditions (including the conditions in Aliant's effective tariffs), and within the same provisioning time intervals that Aliant provides to Aliant's End Users/Customers.
3. Centrex service and Enhanced Services such as voice mail are not subject to resale.

C. U S WEST Responsibilities

1. U S WEST shall send Aliant complete and accurate End User/Customer listing information for Directory Assistance, Directory, and E911 Emergency Services using Aliant's resale order form and process. U S WEST shall provide to Aliant accurate End User/Customer information to ensure appropriate listings in any data bases, e.g. LIDB, CNAM, in which Aliant is required to retain and/or maintain End User/Customer information. Aliant assumes no liability for the accuracy of information provided by U S WEST.
2. U S WEST may reserve Aliant telephone numbers in groups of twenty (20) as allowed by Aliant's tariffs. Rates for these numbers are listed in Appendix A.
3. U S WEST is liable for all fraud associated with service to its End Users/Customers and accounts. Aliant takes no responsibility, will not investigate, and will make no adjustments to U S WEST's account in cases of fraud unless such fraud is the result of any intentional act or

gross negligence of Aliant. Notwithstanding the above, if Aliant becomes aware of potential fraud with respect to U S WEST's accounts, Aliant will promptly inform U S WEST and, at the direction of U S WEST, take reasonable action to mitigate the fraud where such action is possible.

4. U S WEST will provide a three year forecast prior to the initial joint planning meeting. During the first year of the term of this Agreement, the forecast shall be updated and provided to Aliant on an annual basis. Thereafter, during the term of this Agreement, U S WEST will provide updated forecasts from time to time, as requested by Aliant. The initial forecast will provide:
 - i. The date the service will be offered (by city and/or state);
 - ii. The type and quantity of service(s) which will be offered;
 - iii. U S WEST's anticipated order volume; and
 - iv. U S WEST's key contact personnel.

The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure section of this Agreement.

5. Each Party shall be responsible for notifying its End Users/Customers of any changes in numbering or dialing arrangements. This includes changes such as the introduction of new NPAs or new NXX codes.

D. Rates and Charges

1. Resold services as listed in Appendix A are available for resale at the applicable discount percentage.
2. Rates paid by U S WEST for resold service are based upon Aliant's retail tariff rates minus Aliant's avoidable costs. If Aliant's avoidable costs change, the Parties agree to renegotiate the Discounts on Resale Services listed in Appendix A. Changes in the network or operations are examples of events that may affect avoidable costs.
3. If retail tariffed rates change, new rates for resold services will be effective upon the tariff's effective date. Aliant will send U S WEST a copy of the material that it files with the Commission when it makes that filing with respect to any material change (all price changes are material) in its retail tariffs.

4. A Local Service Provider Change Charge as listed in Appendix A applies when transferring any existing line to U S WEST.
5. A Subscriber Line Charge (SLC) will continue to be paid by U S WEST without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable tariffs also apply.
6. On the same terms that Aliant's End Users/Customers are charged and required to pay the Primary Interexchange Carrier (PIC) change charge(s), U S WEST will pay to Aliant the PIC change charge, without discount, where U S WEST requests and authorizes a change in the PIC of its End User/Customer.
7. U S WEST agrees to pay Aliant when its End User/Customer activates any resold services or features that are billed on a per use or per activation basis subject to the applicable discount in Appendix A, e.g. continuous redial, last call return, call trace. Aliant will promptly bill such changes, with adequate detail so that the particular line can be easily identified. Unless unlawful, Aliant will disable such per use or per activation features, without charge, at the request of U S WEST.
8. In accordance with applicable regulations, the Presubscribed Interexchange Carrier Charge (PICC) will be paid by U S WEST, without discount, for each local exchange line resold under this Agreement that has not selected a Presubscribed Interexchange Carrier. All federal and state rules and regulations associated with PICC as found in the applicable tariffs also apply.
9. Resold services and unbundled network elements are available only where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if U S WEST requests that facilities be constructed or enhanced to provide resold services or unbundled network elements, Aliant will evaluate such requests in accordance with the terms and conditions of Aliant's General Exchange Tariff.
10. The underlying provider of a resold service shall be entitled to receive, from the purchaser of switched access, the appropriate access charges pursuant to its then effective switched access tariff.

VIII. ORDERING AND MAINTENANCE

A. General

1. U S WEST, or U S WEST's agent, shall act as the single point of contact for its End Users/Customers' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. U S WEST shall make it clear to its End Users/Customers that they are End Users/Customers of U S WEST. U S WEST's End Users/Customers contacting Aliant will be instructed to contact U S WEST; however, nothing in this Agreement, except as provided in Section IX, shall be deemed to prohibit Aliant from discussing its products and services with U S WEST's End Users/Customers who call Aliant for any other reason. Aliant's End Users/Customers contacting U S WEST will be instructed to contact Aliant; however, nothing in this Agreement, except as provided in Section IX., shall be deemed to prohibit U S WEST from discussing its products and services with Aliant's End Users/Customers who call U S WEST for any other reason. The Parties agree that they will not disparage each other, and both of them agree to conduct any sales activities fairly, reasonably, and in compliance with applicable law.
2. Consistent with procedures that the Parties shall agree upon to assure prompt, non-discriminatory treatment of U S WEST, U S WEST will send to Aliant all information necessary for the installation, e.g. billing, listing, repair, maintenance, and post-installation servicing according to Aliant's standard procedures, as described in the Aliant Interconnection and Service Resale Guide that will be provided to U S WEST. When Aliant's End User/Customer or the End User/Customer's new service provider discontinues the End User/Customer's service in anticipation of moving to another service provider, Aliant will render its closing bill to the End User/Customer effective with the disconnection. Where the End User/Customer is transferring its service from U S WEST to another provider, Aliant will issue a bill to U S WEST for that portion of the service provided to U S WEST for that End User/Customer. Aliant will notify U S WEST when End User/Customer moves to another service provider. Aliant will not provide U S WEST with the name of the other service provider selected by the End User/Customer.
3. The Parties will provide each other with points of contact for order entry, problem resolution, and repair of the resold services.
4. Prior to placing orders on behalf of the U S WEST End User/Customer, U S WEST shall be responsible to obtain and to have in its possession the POA of the End User/Customer's selection of U S WEST as service provider.

5. Prior to placing orders that will disconnect a line from another service provider's account, U S WEST is responsible for obtaining all information reasonably needed to process the disconnect order and re-establish the service on behalf of the U S WEST's End User/Customer.
6. Disputes, discrepancies, or conflicts between a End User/Customer (and/or its respective agent) and U S WEST regarding U S WEST's authority to act on behalf of the End User/Customer are governed by language in Section V.J preceding.
7. U S WEST shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End Users/Customers for interLATA services and intraLATA services when intraLATA presubscription is implemented.
8. When End Users/Customers switch from Aliant to U S WEST, or to U S WEST from any other service provider and do not change their service address to an address served by a different central office, such End Users/Customers shall be permitted to retain their current telephone numbers if they so desire. Aliant shall take no action to prevent U S WEST End Users/Customers from retaining their current telephone numbers. Further, the Parties agree to cooperate with respect to transferring entire NXX prefixes where all of the End Users/Customers using the NXX transfer from one Party to the other.
9. Aliant agrees to accept orders via fax or other method to be determined. The Parties agree to work together in the development of an electronic interface but no timeline has been set.
10. The installation due date is a negotiated item, but shall be provided within time frames that are consistent with, and not unduly longer than, the business and residential services provided by Aliant to its own End User/Customers for like services. Service intervals, due dates, termination liability, and other matters in unique situations will be negotiated between the Parties.
11. Aliant will work cooperatively with U S WEST to resolve trouble reports when the trouble condition has been isolated and found to be within any part of Aliant's network. The Parties will cooperate in developing mutually acceptable test report standards. Where Aliant provides work or testing and the trouble is not in Aliant's network, Aliant shall apply to U S WEST the service maintenance charge as listed in Appendix A.

B. Traffic Exchange/Interconnection

1. When ordering service as described in Sections IV. (Traffic Exchange) and V. (Interconnection) to Aliant's tandem or an end office, U S WEST shall specify on the service order the following information:
 - a. the type and number of interconnection facilities to terminate at the POI in the Wire Center;
 - b. the type of interoffice transport, i.e. dedicated transport or common transport (a.k.a. tandem switched transport);
 - c. the number of trunks to be provisioned at an end office or tandem;

and
 - d. any optional features.

When U S WEST requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment, and routing plans. The ASR process will be used to complete these service orders.

2. When U S WEST initially orders a DS3 or DS1 interconnection facility, in conjunction with a tandem or end office, Aliant will forward the appropriate DS3 or DS1 facility record information necessary to identify the circuit facility assignment. On subsequent orders utilizing existing DS3 or DS1 interconnection facilities, or DS3 or DS1 dedicated transport facilities, Aliant will assign the DS3 or DS1 facility to the DS3 or DS1 interconnection facility or DS3 or DS1 dedicated transport facility, as appropriate, as directed by U S WEST.

C. Unbundled Network Elements

1. U S WEST will be responsible to submit to Aliant a disconnect order, i.e. the LSR process, for an Unbundled Loop that is relinquished by the End User/Customer due to cessation of service. Unbundled Loop facilities will be returned to Aliant when the disconnect order is complete. In the event of transfer of the End User/Customer's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnect/reconnection of service.
2. When ordering Unbundled Loops, U S WEST is responsible for obtaining or providing any facilities and equipment that are compatible with the service.

3. U S WEST will have responsibility for testing the equipment, network facilities, and the Unbundled Loop facility. If Aliant performs tests of the Unbundled Loop facility at U S WEST's request and a fault is detected and the fault is not in the Aliant facilities, a service maintenance charge as listed in Appendix A shall apply.
4. U S WEST will be responsible for providing battery and dial tone to its connection point prior to the due date on the service order.
5. Other UNEs as identified in this Agreement may be ordered using an LSR.

D. Interim Number Portability

1. For the purposes of this section, the Party porting traffic, e.g. forwarding, to the other Party, shall be referred to as the "INP Provider" and the Party receiving INP traffic for termination shall be referred to as the "INP Requestor".
2. If a End User/Customer requests transfer of service from the INP Requestor back to the INP Provider, the Provider shall rely on that End User/Customer request to institute cancellation of the INP service. The INP Provider will provide at least 48 hours notice to the INP Requestor of the cancellation of INP service and will work cooperatively with the INP Requestor to ensure a smooth End User/Customer transition. The Parties will work to avoid unnecessary duplication of facilities. The Parties will cooperate to develop intercompany procedures to implement the requirements of this paragraph, it being understood that related orders will be worked the same day.
3. The INP Requestor will provide to the E911 data base provider the network telephone number that the Requestor assigned to the Provider-assigned, ported telephone number. Updates to and maintenance of the INP information to the E911 data base are the responsibility of the data base provider.
4. The INP Requestor will submit to the INP Provider a disconnect order for each ported number that is relinquished by the Requestor's End Users/Customers.

IX. MISDIRECTED REPAIR CALLS

U S WEST and Aliant will employ the following procedures for handling misdirected repair calls:

1. U S WEST and Aliant will provide their respective End Users/Customers with the correct telephone numbers to call for access to their respective repair bureaus.
2. End Users/Customers of U S WEST shall be instructed to report all cases of trouble to U S WEST. End Users/Customers of Aliant shall be instructed to report all cases of trouble to Aliant.
3. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Telephone Exchange Service.
4. U S WEST and Aliant will provide their respective repair contact numbers to one another on a reciprocal basis. Misdirected repair calls shall not be used as an opportunity to market or sell any service or product. Either Party may respond with correct information in answering End Users/Customers questions.

X. ANCILLARY SERVICES AND ARRANGEMENTS

A. Interim Number Portability

1. General Terms

- a. The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.
- b. Until Permanent Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide Interim Number Portability ("INP") to each other through Remote Call Forwarding ("RCF"), or direct inward dialing.
- c. Once permanent number portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP End User/Customer numbers to permanent number portability. Upon implementation of permanent number portability pursuant to FCC regulations, both Parties agree to conform and provide such permanent number portability.

- d. Aliant will update its Line Information Data Base ("LIDB") listings for retained numbers, and restrict or cancel calling cards associated with these forwarded numbers as directed by U S WEST. LIDB updates shall be completed by the Parties on the next business day after each INP arrangement is activated.
- e. INP is available only for working telephone numbers assigned to the INP Provider's End Users/Customers who request to transfer to the INP Requestor's service.
- f. For all intra-LATA toll and inter-LATA toll minutes delivered over INP, the INP Provider will remit to the INP Requestor, in lieu of reciprocal compensation, all applicable terminating switched access elements otherwise due the terminating office provider, including: end office switching; carrier common line, the appropriate portion of transport, if any, and residual interconnection charge, not including the supplemental LEC transport charge representing company provided transport. All terminating switched access elements remitted to the INP Requestor will be at the INP Provider's access rates. The INP Provider will not remit the residual interconnection charge, supplemental LEC transport charge, representing company provided transport, to the INP Requestor.

2. Description of Service

- a. INP is a service arrangement that can be provided by Aliant to U S WEST or by U S WEST to Aliant.
- b. INP applies to those situations where an End User/Customer elects to transfer service from the INP Provider to the INP Requestor, and they also wish to retain their existing telephone number. INP consists of INP Provider's capability to route calls placed to telephone numbers assigned to the INP Provider's switches to the INP Requestor's switches. INP does not allow the INP Requestor's End User/Customer to change locations outside of the INP Provider's Wire Center.
- c. INP is available as INP-Remote Call Forwarding ("INP-RCF") permitting a call to an INP Provider's assigned telephone number to be translated to the INP Requestor's dialable local number. INP Requestor may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible. The INP Requestor shall specify to the INP Provider the

number of simultaneous calls to be forwarded for each number remote call forwarded.

- d. Upon request, Aliant shall provide to U S WEST INP via RCF or direct inward dial trunks at the rates listed in Appendix A.
- e. Where either Party has activated an entire NXX for a single End User/Customer, or activated a substantial portion of an NXX for a single End User/Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such End User/Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry data bases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movement of NXXs from one switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.
- f. The INP Requestor's designated INP switch shall return answer and disconnect supervision to the INP Provider's switch.
- g. INP is subject to the following restrictions:
 - i. An INP ported (forwarded) number may be remote call forwarded only for the INP Requestor's End Users/Customer's located within the INP Provider's Wire Center that is associated with the NXX of the ported number.
 - ii. INP is applicable only if the INP Requestor is engaged in a reciprocal traffic exchange arrangement with the INP Provider.
 - iii. Only the existing INP Provider assigned End User/Customer telephone number may be used as a ported number for INP.
 - iv. INP services shall not be re-sold, shared, or assigned by either Party to another LEC or CLEC.
 - v. INP is not offered for NXX Codes 555, 976, 960 and coin telephones, and Service Access Codes (i.e. 500, 700, 8ZZ, 900). INP is not available for FGA access service.

Furthermore, INP numbers may not be used for mass calling events.

- vi. The ported telephone number will be returned to the originating company when the ported service is disconnected. The company purchasing a ported number may not retain it and reassign it to another End User/Customer. The normal intercept announcement will be provided by the INP Provider for the period of time until the telephone number is reassigned by the INP Provider.
- vii. Certain custom calling features are not available on calls passed through INP services.

B. E911/911 Service

- 1. Since U S WEST will provide its own local switching, U S WEST shall provide facilities to route calls to 911 directly to the PSAP (Public Safety Answering Points.)
- 2. Aliant shall provide to U S WEST, for U S WEST's End Users/Customers, E911/911 call routing to the appropriate PSAP. U S WEST shall provide U S WEST End User/Customer information to Aliant using Aliant's format. Aliant shall provide U S WEST's End User/Customer information to the PSAP. Aliant shall use its service order process to update and maintain, on the same schedule that it uses for its End Users/Customers, the U S WEST End User/Customer service information in the ALI/DMS (Automatic Location Identification/Location Information Data Base Management System) used to support E911/911 services, pursuant to Aliant's standards. U S WEST assumes all responsibility for the accuracy of the data that U S WEST provides to Aliant for E911 data base operation.
- 3. The collection and reimbursement of any E911/911 surcharges to the PSAP by U S WEST on behalf of U S WEST's End Users/Customers is the sole responsibility of U S WEST.
- 4. E911 Data Base accuracy shall be as set forth below:
 - a. Automatic Location Identification ("ALI") discrepancies will be handled jointly by the PSAPs and Aliant in a format supplied by Aliant. Discrepancies shall be forwarded to U S WEST by Aliant when relevant and will indicate incidents when incorrect or no ALI data is displayed.

- b. Each discrepancy report will be jointly researched by Aliant and U S WEST as appropriate. Corrective action will be taken immediately by the responsible Party.
- c. Each Party will be responsible for the accuracy of its End User/Customer records. Each Party specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of End User/Customer data provided for inclusion in the E911 Data Base.

C. Directory Services

- 1. Listings Service ("Listings") consists of Aliant placing the names, addresses, and telephone numbers of U S WEST's End Users/Customers in Aliant's listing data base, based on End User/Customer information provided to Aliant by U S WEST. Aliant is authorized to use Listings in Directory Assistance (DA) and as noted in paragraph 3 below.
- 2. U S WEST will provide in Aliant required format, and Aliant will accept at no charge, one primary listing for each telephone number belonging to U S WEST's End Users/Customers. Primary listings and all other listings are defined in Aliant's General Exchange Tariff.
- 3. U S WEST grants Aliant a non-exclusive license to incorporate Listings information into its directory assistance data base. Aliant's use of U S WEST's Listings and dissemination will be handled in the same manner as Aliant's End User/Customer listings.
- 4. To the extent that Aliant's tariffs limit Aliant's liability with regard to Listings, the applicable tariff(s) supersedes Section XIX. G, (Limitation of Liability), of this Agreement with respect to Listings only.
- 5. Aliant Responsibilities
 - a. Aliant is responsible for maintaining Listings, including entering, changing, correcting, rearranging, and removing Listings in accordance with U S WEST orders. Aliant will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that U S WEST has supplied Aliant the necessary privacy indicators on such Listings.
 - b. Aliant will include U S WEST Listings provided to Aliant in Aliant's Directory Assistance service to ensure callers to Aliant's Directory Assistance service have non-discriminatory access to U S WEST's Listings.

- c. Aliant will include U S WEST Listings provided to Aliant in the appropriate white and yellow pages directory published by Aliant as listed in Appendix B.

6. U S WEST Responsibilities

- a. U S WEST agrees to provide to Aliant U S WEST End User/Customer names, addresses, and telephone numbers to Aliant in a standard format, as specified by Aliant.
- b. U S WEST will supply listing ownership information such as OCN and/or LSPI as appropriate with each order.
- c. U S WEST is responsible for the accuracy of the End User/Customer information provided to Aliant including providing to Aliant, all End User/Customer requested restrictions on use such as non-published and non-listed. U S WEST shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings that it supplies to Aliant.
- d. U S WEST is responsible for all dealings with, and on behalf of, U S WEST's End Users/Customers, including:
 - i. All End User/Customer account activity, e.g. End User/Customer queries and complaints.
 - ii. All account maintenance activity, e.g. additions, changes, issuance of orders for Listings to Aliant.
 - iii. Determining privacy requirements and accurately coding the privacy indicators for U S WEST's End User/Customer information. If End User/Customer information provided by U S WEST to Aliant does not contain a privacy indicator, no privacy restrictions will apply.
 - iv. Any additional directory services requested by U S WEST's End Users/Customers.
- e. U S WEST shall have no liability where Aliant and an End User/Customer negotiate or establish a direct relationship with each other.

7. Directory Publishing, Distribution, and Yellow Pages

Aliant and U S WEST agree that certain issues, such as yellow page advertising, directory distribution, information pages, and yellow page listings, will be the subject of negotiations between U S WEST and Aliant. The terms and conditions under which directories will be available are described in Appendix B.

D. Access to Poles, Conduits, and Rights of Way

1. Poles and Conduits

Aliant shall provide U S WEST access to its poles and conduits it controls on terms, conditions, and prices as listed in Appendices D and E. U S WEST acknowledges its obligation to afford Aliant access to its poles, conduits, and rights of ways on rates, terms, and conditions that are consistent with the Act.

2. Rights of Way "ROW"

Aliant will grant access to ROW Aliant has and does not warrant to U S WEST the ability to use the ROW if the property owner disputes the right of Aliant to sub-lease or otherwise permit U S WEST's use of the ROW consistent with the Act. Determination of the property owner's rights is the sole responsibility of U S WEST. Rates for access to ROW are determined on an individual case basis.

E. Miscellaneous Ancillary Services, Charges, and Procedures

1. Miscellaneous ancillary services will be addressed in separate agreements between the Parties. These include, but are not limited to 8ZZ and CMDS.
2. The following additional services are available at the charges, and in accordance with the procedures, set forth in Aliant's State Access Tariff:

Service Date Change
Partial Cancellation Charge
Design Change Charge
Additional Engineering
Additional Labor Install or Repair
Additional Labor Standby
Additional Labor Testing and Maintenance
Maintenance of Service
Testing Services
Additional Cooperative Acceptance Testing
Additional Automatic Testing

Additional Manual Scheduled Testing
Cancellation of Service Order
Expedited Order Charge

Any other ancillary service will be completed and billed at the terms, conditions, and rates listed in the appropriate Aliant tariff or catalog unless otherwise agreed to.

In the event U S WEST requests a block of either DID or non-DID line numbers within an NXX assigned to Aliant, charges will be assessed in accordance with Appendix A.

XI. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

Aliant is aware of the requirements for access to its Operational Support Systems (OSS) to meet the needs of the FCC's 1st and 2nd Orders. Specific provisions related to OSS will be contained in a separate agreement between the Parties. This separate agreement will be subject to any request of Aliant based on Section 251(f)(2) of the Act. Aliant will notify U S WEST when Aliant files for such modification or suspension.

XII. ACCESS TO TELEPHONE NUMBERS

A. Number Resources Arrangements

1. Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010).
2. The Parties will assist each other in their requests related to central office (NXX) code administration.
3. The Parties will comply with code administration requirements as prescribed by the FCC, the NPSC, and accepted industry guidelines.

- B. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to

establish procedures to ensure the timely activation of NXX assignments in their respective networks.

- C. Each Party shall be responsible for notifying its End Users/Customers of any changes in numbering or dialing arrangements. This includes changes such as the introduction of new NPAs or new NXX codes.
- D. Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for obtaining LERG listings of CLLI codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner. Both Parties will make all reasonable efforts to conserve numbers.

XIII. NOTICE OF CHANGES

- A. If either Party makes a change in its network which it believes will materially affect a Party or Parties' End Users/Customers, the Party shall provide advance notice to the other Party of such change in accordance with the applicable FCC or Commission regulations.
- B. In the event a Party creates, changes, or terminates the provisioning of any service or network element to the other Party consistent with applicable law and this agreement, each Party shall be solely responsible for providing any and all necessary notice to its End Users/Customers of the creation, change, or termination unless either Party is or has been required to effect such notice by applicable law or regulation. The Parties will provide notice to each other of the creation, change, or termination of a service or network element on a timely basis consistent with FCC and Commission rules and notice requirements and in accordance with the terms of this agreement.
- C. If Aliant offers a new retail service that is subject to resale by U S WEST, Parties agree to use the appropriate discount for similar services as listed in Appendix A. Each Party shall be responsible for providing any and all necessary notice to its End Users/Customers of the new service. Unless required by applicable law or regulation, Aliant shall not be responsible for providing such notice to U S WEST's End Users/Customers.

XIV. INTERCEPT SERVICE

When a End User/Customer changes from Aliant to U S WEST, or from U S WEST to Aliant, and does not retain their original listed telephone number, both Parties will provide a transfer of service announcement on the abandoned telephone number. This announcement will provide information on the new number that must be dialed to reach this End User/Customer and shall be provided for length of time consistent with

the length of time the Parties provide this service to their own End User/Customer. Unless otherwise set forth in Appendix A, there will be no charge for such service.

XV. DATA EXCHANGE FOR BILLING

- A. There are certain types of calls or types of interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be exchanged, accounted for, and settled among the Parties.
- B. The exchange of billing records for alternate billed calls, e.g. calling card, third number billed, and collect, will be distributed and settled through the existing CMDS and casual billing clearinghouse processes, unless otherwise separately agreed to by the Parties.
- C. Aliant shall provide U S WEST on an agreed upon interval and format information sufficient for U S WEST to bill its End Users/Customers for usage based or event-billed service. The billing frequency shall be not less than once every two weeks, and the format shall be automated, machine readable. The Parties will establish such other standards and criteria as appropriate.

XVI. AUDIT PROCESS

A. Definition

- 1. "Audit" shall mean the comprehensive review of:
 - a. Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and
 - b. Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to UNEs.

B. Condition

The data referred to above shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration, or otherwise. This Audit shall take place under the following conditions:

1. Either Party may request to perform an Audit, and the requesting Party shall identify the matter and issues to be reviewed.
2. The Audit shall occur upon sixty (60) business days written notice by the requesting Party to the non-requesting Party subject to the reasonable scheduling requirements and limitations of the Audited Party.
3. The Audit shall occur during normal business hours in a manner so as not to interfere with the Audited Party's operations and must be in compliance with the Audited Party's security rules.
4. There shall be no more than one (1) Audit requested by each Party under this Agreement in any twelve (12) month period.
5. The requesting Party may review the non-requesting Party's records, books, and documents, as may reasonably contain information relevant to the operation of this Agreement.
6. The location of the Audit shall be the location where the requested records, books, and documents are retained in the normal course of business.
7. All transactions under this Agreement which are over eighteen (18) months old will be considered accepted and no longer subject to Audit.
8. Each Party shall bear its own expenses occasioned by the audit, provided that the expense of any special data collection shall be born by the requesting Party.
9. The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
10. In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.
11. The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s).

C. Proprietary Information

All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered proprietary information as defined in Section XIX.O. of this agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, Aliant and U S WEST will aggregate such competitors' data before release to the other Party, to ensure the protection of the proprietary nature of information of other competitors.

XVII. SERVICE STANDARDS

- A. Service Quality and Performance. Aliant shall provide services under this Agreement to U S WEST that are equal in quality to that Aliant provides to itself, its Affiliates, or any other entity. "Equal in quality" shall mean that the service will meet the same technical criteria and performance standards that Aliant uses within its own network, and that the service is provisioned, repaired, and maintained at and to the same or like standards and intervals that Aliant uses within its own network and for its own End Users/Customers in like circumstances.
- B. Network Outages. The Parties' shall work to establish responsibilities for network outages and reporting.
- C. The Parties agree to work cooperatively on standard measurements and reports.

XVIII. IMPLEMENTATION SCHEDULE

To Be Determined

XIX. MISCELLANEOUS TERMS

- A. General Provisions
 - 1. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing of traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with the other Party's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facilities shall be designed based upon the description and forecasts provided under this Agreement. The Parties are each solely responsible for participation in and compliance with national network plans, including

but not limited to the National Network Security Plan and the Emergency Preparedness Plan.

2. The Parties shall cooperate with each other, and use reasonable efforts to ensure that their respective use of any service related to or provided for in this Agreement does not degrade the quality of service to other carriers or to either Party's End Users/Customers, and each Party may discontinue or refuse service where the use, action, or inaction of the other Party poses a genuine, material degradation of service to other carriers or other End Users/Customers; provided the foregoing is not intended to relieve a Party of any obligation to comply with the terms hereof in the absence of extraordinary or unusual use on the part of the other Party.
3. Each Party is solely responsible for the services it provides to its End Users/Customers and to other Telecommunications Carriers.
4. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

B. Term and Termination of Agreement

1. Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be for two (2) years from the effective date of this Agreement, and said Agreement shall continue in effect until superseded by a subsequent agreement between the Parties, or until terminated by either Party upon one hundred eighty (180) days written notice, it being understood that the Parties shall honor the provisions hereof during the period set forth in 2. below.
2. Post-Termination Arrangements. Except in the case of termination as a result of either Party's default, the Parties shall honor the provisions of this agreement without interruption until;
 - a. a new arrangement is voluntarily executed by the Parties or the Commission resolves disputed terms in an arbitration that is not overturned by a court of competent jurisdiction;
 - b. the Parties agree upon or otherwise accept standard terms and conditions approved and made generally effective by the Commission, if any; or
 - c. U S WEST accepts tariff terms and conditions made generally available to all Competitive Local Exchange Carriers.

3. Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; pursuant to Section XIX. L. below; provided however; that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) days of receipt of written notice thereof.
4. Termination Upon Sale. Notwithstanding anything to the contrary contained herein this Agreement, as to a specific operating area or portion thereof, may be terminated by a Party who is selling or transferring such specific operating area or portion thereof to an unaffiliated third party, where such sale or transfer is reviewed and approved by the Commission. The selling or transferring Party shall provide the other Party with at least one hundred eighty (180) days written notice prior to such termination, so that the other Party will be able to participate in the Commission's proceedings and/or establish alternative, supplemental, or replacement arrangements with respect to such area or portion thereof. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.
5. Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

C. Billing

1. Aliant shall bill U S WEST and U S WEST is responsible for all applicable charges for network elements or the resold services as provided herein. U S WEST shall also be responsible for charges identified in this Agreement associated with network elements or resold services that U S WEST resells to a U S WEST End User/Customer, e.g. Local Service Provider Change Charge, under this Agreement.
2. Aliant shall provide U S WEST, on a monthly basis, within 7-10 days of the first day of the month, a bill in an agreed upon format.
3. Aliant shall provide U S WEST, on a monthly basis in an agreed upon format, individual End User/Customer information, e.g. IntraLATA Toll or event-billed services.

D. Payment and Deposit

1. Amounts payable under this Agreement are due and payable within forty-five (45) days after the date of invoice. Billing and collection of usage charges by U S WEST from its End Users/Customers shall have no bearing on the amount or timeliness of U S WEST's payment obligation to Aliant. Aliant is solely responsible for making all reciprocal compensation credits due to U S WEST under this Agreement, and the billing and collection of usage charged by Aliant from its End Users/Customers shall have no bearing on the amount or timeliness of its credit obligations to U S WEST.
2. Late payment penalties may be applied to all delinquent payments. Any such late payment penalty shall be the delinquent payment times the late payment factor as listed in Aliant's State Access Tariff.
3. Should U S WEST become delinquent in its payments, Aliant may take any of the following actions, but only after thirty (30) days written notice to U S WEST by Certified U.S. Mail and U S WEST's failure to cure such delinquency within such time:
 - a. require a deposit to be held as security for the payment of charges, and/or
 - b. refuse additional applications for network elements or resold service, and/or
 - c. refuse to complete any pending orders for network elements or resold service, and/or
 - d. discontinue all network elements or resold services to U S WEST, in accordance with the rules and regulations of the Commission.

Should Aliant require a deposit from U S WEST, the deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a cash deposit, a letter of credit with term and conditions acceptable to Aliant, or some other form of mutually acceptable security. Cash deposits will be credited to U S WEST's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full by U S WEST. The fact that a deposit has been made does not relieve U S WEST from any requirements of this Agreement.

In the case of discontinuance of services to U S WEST, all applicable charges shall become due to Aliant.

Should Aliant chose not to take action by the date specified in the thirty (30) days notice, and U S WEST's payments continue to be delinquent, nothing contained herein shall preclude Aliant's right to any of the aforementioned actions without further notice.

4. Should U S WEST dispute any portion of the monthly billing under this Agreement, U S WEST will notify Aliant as soon as practicable, but if it intends to withhold payment of the disputed amount, then before the scheduled payment date for such amount. U S WEST shall reasonably identify the amount and details of such dispute. Both U S WEST and Aliant agree to expedite the investigation of any disputed amounts in an effort to resolve and settle any dispute prior to initiating any other rights or remedies. Should the dispute be found in Aliant's favor, U S WEST shall promptly pay the amount due, along with interest from the payment due date at the late payment factor as listed in Aliant's State Access Tariff.
5. Cash deposits will be credited to U S WEST's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full by U S WEST. The fact that a deposit has been made does not relieve U S WEST from any requirements of this Agreement.

E. Taxes, Fees, and Surcharges

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing such resale tax exemption. Failure to timely provide such resale tax exemption certificate will result in no exemption being available to the purchasing Party. The Parties will cooperate with each other to minimize the incidence of taxation upon each other.

F. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its

fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a “Force Majeure Event”). In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

G. Limitation of Liability

1. Each Party shall be liable to the other for direct damages for any loss, defect, or equipment failure resulting from or caused by the other Party’s acts or omissions or the acts or omissions of its agents or contractors in performing the obligations contained in this Agreement.
2. Except for indemnity obligations as provided herein, each Party’s liability to the other Party for any loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.
3. Neither Party shall be liable to the other under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

H. Indemnity

1. With respect to third party claims, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees, and agents (each an “Indemnitee”) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys’ fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party’s performance, breach of applicable law, or status of

its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.

2. The indemnification provided herein shall be conditioned upon:
 - a. The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.
 - b. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.
 - c. In no event shall the indemnifying Party settle or consent to a judgement pertaining to any such action without the prior written consent of the indemnified Party.

I. Intellectual Property

1. Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.
2. The rights and licenses under the preceding sub-section are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright,

trade secret, or any other proprietary or intellectual property right of any third party.

3. As a condition to the access or use of patents, copyrights, trade secrets, and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, the Party providing access may require the other upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.
4. Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. U S WEST may not use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of Aliant or its affiliates without execution of a separate agreement between the Parties.
5. U S WEST shall not, without the express written permission of Aliant, state or imply that
 - a. U S WEST is connected, or in any way affiliated with Aliant or its affiliates,
 - b. U S WEST is part of a joint business association or any similar arrangement with Aliant or its affiliates,
 - c. Aliant and its affiliates are in any way sponsoring, endorsing or certifying U S WEST and its goods and services, or
 - d. with respect to U S WEST advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from Aliant or any of its affiliates. Nothing in this paragraph shall prevent U S WEST from truthfully describing the nature of the interconnection it uses to provide service to its End Users/Customers.
6. Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party.

U S WEST may not use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of Aliant or its affiliates without execution of a separate agreement between the Parties.

7. U S WEST acknowledges the value of the marks "Aliant" and "Aliant Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Aliant and its affiliates (the "Owners"). U S WEST recognizes that nothing contained in this Agreement is intended as an assignment or grant to U S WEST of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sub-licenses or permission to third parties to use the Marks and is not assignable. U S WEST will do nothing inconsistent with the Owners ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. U S WEST will not adopt, use (other than as authorized herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.
8. Aliant acknowledges the value of the marks "U S WEST" AND "U S WEST Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to U S WEST and its affiliates (the "Owners"). Aliant recognized that nothing contained in this Agreement is intended as an assignment or grant to Aliant of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sub-licenses or permission to third parties to use the Marks and is not assignable. Aliant will do nothing inconsistent with the Owners ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. Aliant will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

- J. WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER

CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. BOTH PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

K. Assignment

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void *ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

L. Default

If either Party defaults in the payment of any amount due hereunder, or if a Party becomes insolvent or bankruptcy or receivership proceedings are initiated by or against a Party, or if either Party violates any material provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

M. Disclaimer of Agency

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

N. Severability

In accordance with Section 1 of this Agreement, if one or more of the provisions contained herein must be modified because of changes in Existing Rules or modifications to arbitration proceedings, the Parties will negotiate in good faith for replacement language. If replacement language can not be agreed upon, either Party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act. In all other respects, the provisions of this Agreement are not severable.

O. Nondisclosure

1. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data
 - a. furnished by one Party to the other Party dealing with End User/Customer specific, facility specific, or usage specific information, other than End User/Customer information communicated for the purpose of publication of directory data base inclusion, or
 - b. in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or
 - c. communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"),

shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

2. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

3. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
4. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as
 - a. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
 - b. is or becomes publicly known through no wrongful act of the receiving Party; or
 - c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - d. is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
 - e. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 - f. is approved for release by written authorization of the disclosing Party; or
 - g. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
5. Notwithstanding the foregoing, the Parties acknowledge that certain Proprietary Information relating to usage and traffic termination data may be released, without the consent of the disclosing Party, to any third party carrier (i.e., ILEC, CLEC, or IXC) which terminates traffic on its network originated by U S WEST's End User/Customer and transited

through Aliant's network. The release shall be conditioned upon Aliant having a similar non-disclosure agreement with that third party carrier.

6. Effective Date Of This Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.
7. In order to protect such Confidential Information from improper disclosure, each party agrees not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source.

P. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

Q. Dispute Resolution

1. Alternative to Litigation.

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission and except for the Party's right to seek review in federal or state court, as the law provides, of the Commission's orders rendered in arbitration proceedings initiated pursuant to the Act, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. Nothing in this section should be construed as a waiver of or prejudice to either Party's rights to seek review of the Commission's arbitration decision in federal or state court, as the law provides, or upon reconsideration or remand before the Commission.

2. Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good

faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

3. Arbitration.

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one (1) individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in Lincoln, Nebraska, or in a mutually agreed upon location. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The time intervals specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

4. Costs.

Each Party shall bear its own costs of these proceedings. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

5. The Parties shall continue providing services to each other during the pending of any dispute resolution procedure, and they shall continue to perform their obligations (including making payments) in accordance with this Agreement.

R. Applicable Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the State of Nebraska. It shall be interpreted solely in accordance with the terms of the Act and Nebraska law.

S. Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

T. Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from

1. any environmental hazard that the indemnifying Party, its contractors or agents introduce to a location or
2. the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

Both Parties will comply, when working at the other Party's facility, with reasonable security, fire safety, and environmental practices developed by the other Party. Such practices may be reviewed and agreed to between the Parties.

When third party contamination, such as petroleum contaminated water, sewage or utility hole sediment is discovered at a Party's facility, and must be

remedied, nothing in this Agreement shall be construed to require the Party owning such facility to remedy the contamination and the obligation, if any, on the part of the owning Party to remedy such third party contamination shall be pursuant to applicable law. If the other Party desires or requires access to the facility, such other Party shall be entitled to remedy such contamination to the extent necessary to secure access to the facility, and the owning Party shall cooperate and provide reasonable assistance to such other Party in recovery of its costs from the responsible contaminator.

The Parties shall coordinate plans or information required to be submitted to government agencies, such as emergency response plans and community reporting. If fees are associated with filing, the Parties will develop a cost-sharing procedure.

U. Cooperation on Fraud Minimization.

The Parties shall cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unreasonably burden or harm one Party as compared to the other. At a minimum, such cooperation shall include, when permitted by law or regulation, providing the other Party, upon reasonable request, information concerning End Users/Customers who terminate services to that Party without paying all outstanding charges, when that Party is notified that such End Users/Customers seeks service from the other Party. If required, it shall be the responsibility of the Party seeking the information to secure the End Users/Customers permission (in the format required by law) to obtain the information.

V. Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Aliant Communications Co.
1440 "M" Street
P.O. Box 81309
Lincoln, NE 68501-81309
Attn.: William J. Ashburn, Wholesale Marketing and Services Manager

Director Interconnection Compliance
1801 California Room 2410
Denver CO 80202

With copy to:
U S WEST Law Department

Attn: Interconnection Attorney
1801 California 51st Floor
Denver CO 80202

Each Party shall inform the other of any changes in the above addresses.

W. Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations.

Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

X. No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

Y. Binding Effect

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

Z. Referenced Documents

All references to Sections, Exhibits, and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement

refers to a technical reference, technical publication, U S WEST practice, Aliant practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, U S WEST practice, Aliant practice, or publication of industry standards. Should there be any inconsistency between or among publications or standards, U S WEST and Aliant shall mutually agree which requirement shall apply.

AA. Publicity and Advertising

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

AB. Amendment

U S WEST and Aliant may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and corrections to this Agreement.

AC. Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

AD. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

AE. Cancellation Charges

Except as provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

AF. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and shall, at all times, be subject to review by the Commission. In the event any such review rejects any portion of this Agreement, renders it inoperable or creates any ambiguity of requirement for further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

AG. Compliance with Laws and Regulations.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

AH. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

AI. Cooperation

The Parties agree that this Agreement involves the provision of Aliant's network elements or resold services in ways such network elements or resold services were not previously available and the introduction of new processes and procedures to provide and bill such network elements or resold services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes, and in reasonably resolving issues which result from such implementation on a timely basis.

AJ. Consent

Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.

AK. Law Enforcement and Service Annoyance

Not later than forty-five (45) business days prior to U S WEST ordering service under this Agreement from Aliant, Aliant and U S WEST will begin the process of developing procedures to handle requests from law enforcement agencies for service termination, wire taps, and provisions of End User/Customer Usage Data pursuant to a lawful process as well as procedures to handle U S WEST End User/Customer complaints concerning harassing or annoying calls. Such procedures will include, but not be limited to, a process

for U S WEST to interface with Aliant regarding law enforcement and service annoyance issues on a 24 hour per day, 7 days a week basis and otherwise on the same basis as Aliant provides access for its own End Users/Customers.

AL. Compliance with the Communications Law Enforcement Act of 1994 (CALEA)

Each Party represents and warrants that any equipment, facilities, or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant party's sole cost and expense, modify or replace any equipment, facilities, or services provided to the other Party under this Agreement to ensure that such equipment, facilities, and services fully comply with CALEA.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

U S WEST Communications, Inc.

Aliant Communications Co.

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

APPENDIX A
U S WEST COMMUNICATIONS, INC. AND ALIANT COMMUNICATIONS CO.
PRICING AGREEMENT

Discounts on Resale Services

	Discount
Basic Local Exchange Service - Residence*	11.4%
Basic Local Exchange Service - Church*	11.4%
Basic Local Exchange Service - Business*	11.4%
Private Line	11.4%
Digital Services	11.4%
ISDN	11.4%
Frame Relay	11.4%
IntraLATA Toll	11.4%
Directory Listings (1)	11.4%
Class & Custom Calling Features	11.4%
Operator Services and DA	11.4%
All Nonrecurring Charges	0%

Rates for Local Interconnection

Reciprocal Compensation (Rates apply to both parties):

	Per Minute
Tandem Switching	\$ 0.00188085
Common Transport	\$ 0.00346177
End Office Call Termination	\$ 0.00973273

Unbundled Network Elements Pricing (Rates for Aliant UNE's):

	Monthly	Nonrecurring
Network Interface Device connection	\$ 0.68	\$ 61.00

(Nonrecurring charge applies when premise visit is required.)

Loop:**

Basic 2 Wire-With Testing	\$ 22.00	\$ 149.00
Basic 2 Wire-With Testing and Installation at a Designated Time	\$ 22.00	\$ 200.00
Basic 4 Wire-With Testing	\$ 44.00	\$ 149.00
Basic 4 Wire-With Testing and Installation at a Designated Time	\$ 44.00	\$ 200.00
DS1 Capable Loop	\$ 95.16	ICB
Additional Loop Features:		
Digital Conditioning	ICB	ICB

*Includes ELCA and EAS.

**Applies to Lincoln Exchange only.

(1) Same rate applies for all U S WEST end users, whether service is provided by resale, unbundled elements, or otherwise.

	Monthly	Nonrecurring
Multiplexing:		
DS3 to DS1	\$ 214.43	\$ 406.77

Entrance Facility:		
DS1	\$ 94.00	\$ 550.00
DS3	\$ 385.00	\$ 650.00

Digital Cross-Connect System (DCS)		
DS1 (Per Port)	\$ 60.00	\$ 150.00
VG (Per Port)	\$ 10.00	\$ 25.00

Rearrangement (Per Port)	None	\$ 50.00
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Dedicated Transport**:	Per Month	Per Mile	Nonrecurring
DS1	\$ 46.48	\$ 2.10	\$ 550.00
DS3	\$ 522.00	\$ 13.50	\$ 650.00

Operator and Directory Assistance: (2)	Per Occurrence
Directory Assistance	\$ 0.39
Directory Assistance Call Completion	\$ 0.39
Line Status	\$ 0.72
Busy Interrupt	\$ 0.87

**Applies to Lincoln Exchange only.

(2) Rates and terms for “stand alone” operator services must be negotiated.

Other Charges

Local Service Provider Change Charge (Per Line) [Both Parties] \$ 55.00

Unauthorized Local Service Provider Change Charge \$ 75.00
(Per Occurrence) [Both Parties]

Service Maintenance Charges per Half Hour per Person [Both Parties]:

Regular \$ 23.85

Overtime \$ 30.21

Premium \$ 36.56

Clear Channel Capability (Nonrecurring, Per Line) \$ 95.00

	Monthly	Nonrecurring
Remote Call Forwarding (Per Line, Per Month)	\$ 3.00	\$ 10.00
Direct Inward Dial Numbers (Per Block of 20 Numbers)	\$ 30.00	-

APPENDIX B

DIRECTORIES AGREEMENT

This Directories Agreement (hereinafter referred to as "Appendix B"), made as of this _____ day of _____, 199 , is between U S WEST Communications Inc. ("U S WEST") a Colorado corporation, and Aliant Communications Co. ("Aliant") a Delaware corporation, domesticated in Nebraska.

I. SCOPE

- A. This Appendix B is made in furtherance of an interconnection agreement between the Parties of even date herewith. This Appendix B applies to Aliant-Published white and yellow page Directories associated with Aliant's Exchanges in the 958 LATA and U S WEST's End Users/Customers located in those same geographic areas.
- B. For as long as this Appendix B is in effect, U S WEST shall not designate any other Directory Publisher as an official Directory Publisher for the U S WEST exchanges covered by this Appendix B. When appropriate, U S WEST will identify Aliant as U S WEST's official Directory Publisher in public announcements, promotional and advertising materials, and U S WEST sales channel contacts with respect to the geographic areas set forth in A. above. U S WEST further agrees that any referrals it makes in response to inquiries concerning yellow pages advertising will be made to Aliant, including inquiries from new U S WEST End Users/Customers and existing U S WEST End Users/Customers who are located or requesting referral for the areas set forth in A. above.
- C. Parties shall consult as appropriate with, and give each other prior written notification of any changes in, policies or products that may impact the other Party's obligations under this Appendix B. Neither Party may make any commitments on behalf of the other Party.
- D. Subject to the terms and conditions of this Appendix B, and with respect to the geographic areas set forth in A. above, U S WEST desires to have Aliant be its official Directory Publisher, and Aliant is willing to do so, and is willing to include (a) general information about U S WEST in the introductory pages of Aliant's White Pages, and (b) the End User/Customer List Information of End Users/Customers served by U S WEST in Aliant's white and yellow pages Directories.

- E. With respect to the geographic areas set forth in A. above (i) Aliant has the right to solicit and promote advertising from U S WEST End Users/Customers in Aliant's white and yellow page Directories, and (ii) Aliant is willing to accept yellow page advertising from U S WEST End Users/Customers upon like terms and conditions that it offers to its own customers.

II. GRANT OF LICENSES

- A. U S WEST hereby grants to Aliant the non-exclusive, perpetual, royalty-free, right and license to access, use, copy, modify, enhance, disclose, display, Publish, distribute, and sublicense the End User/Customer List Information as defined above, in connection with Aliant's white page and yellow page Directories published for all or any portion of the 958 LATA.
- B. The rights and licenses set forth in II.A. above shall continue with respect to any Directory actually Published, in perpetuity, however, as to future Publications and future Directories, the rights and licenses set forth in II.A. above shall terminate and expire upon the termination of this Appendix B in whole or with respect to a particular geographic area/Directory.
- C. Except for the permitted uses contemplated in this Appendix B, End User/Customer List Information and any other data provided by U S WEST for the publication or delivery of the Directories shall be treated by Aliant, its employees, agents, and subcontractors as confidential information. Aliant shall, at its expense, protect U S WEST's listing information furnished to it from unauthorized use, disclosure, misappropriation, and infringement by third parties including but limited to Aliant and other local exchange carriers, in the same manner as it would protect its own information.
- D. U S WEST represents and warrants to Aliant that:
 - 1. U S WEST is the lawful owner of U S WEST's End User/Customer List Information and U S WEST's End User/Customer delivery information;
 - 2. U S WEST has the necessary power and authorization to grant the rights and licenses described herein to Aliant; and
 - 3. The authorization to Aliant by U S WEST to use the End User/Customer List Information set forth herein does not violate

or infringe upon the intellectual property rights or other rights of any third party or require the consent of any third party.

- E. U S WEST agrees to use reasonable efforts to ensure that the End User/Customer List Information and End User/Customer delivery information provided to Aliant by or on behalf of U S WEST is up-to-date, complete, and accurate with the appropriate deletions and designations as described in Section III and Section IV below.
- F. Aliant hereby grants to U S WEST a non-exclusive, royalty-free, right and license to use the trade name and trade mark, "Aliant" in connection with U S WEST's advertising and promotional materials relating to the Directories for the 958 LATA Published by Aliant during the term of this Appendix B, provided that each type of use or same category of use in any part of the Directories shall be pre-approved by Aliant in writing and in accordance with standards specified by Aliant. U S WEST will, upon termination of this Appendix B in whole or with respect to a particular geographic area/Directory, discontinue all such use and display thereof, except as otherwise agreed by the Parties in writing.
- G. U S WEST hereby grants to Aliant a non-exclusive, royalty-free, right and license to use the trade name, and trade mark "U S WEST" in connection with Aliant's advertising and promotional materials relating to the Directories for the 958 LATA Published by Aliant during the term of this Appendix B, provided that each use or same category of use in any part of the Directories shall be pre-approved by U S WEST in writing and in accordance with standards specified by U S WEST. Aliant, will, upon termination of this Appendix B in whole or with respect to a particular geographic area/Directory, discontinue all such use and display thereof, except as otherwise agreed by the Parties in writing.
- H. The copyrights and other intellectual property rights in each of the Directories covered by this Appendix B, and any and all illustrations, artwork, photographs, video, audio, text, maps and other advertising and information content created or procured for the Directories or for other Aliant products and services which are not submitted by U S WEST or its End Users/Customers' advertisers, shall be the sole and exclusive property of Aliant. U S WEST agrees not to copy the Directories or any other Aliant products and services, or any portion thereof, and not to engage in any activities which are inconsistent with Aliant's intellectual and proprietary rights therein.

III. LISTINGS

- A. U S WEST agrees to supply Aliant, on a regularly scheduled basis, at no charge, and in a mutually agreed upon format, e.g. OBF developed, all listing information for U S WEST's business and residence End Users/Customers who wish to be listed in the white pages of the Aliant Published Directory for the End Users/Customers' area (the 958 LATA.) Listing information consists of data such as names, addresses, and telephone numbers. Aliant will provide confirmation of receipt of such listing information.
- B. Aliant shall employ U S WEST's listing information for the production and distribution of Directories covered by this Appendix B.
- C. Listing inclusion in a given Directory will be in accordance with directory configuration, scope, and schedules and such determinations will be made at the sole discretion of Aliant.
- D. U S WEST's business End Users/Customers will receive a single classified listing at no charge in the corresponding yellow pages under the classified heading that most accurately reflects the primary nature of their respective businesses, and Aliant will supply U S WEST with a list of authorized classified headings. U S WEST agrees to supply Aliant with a classified heading assignment for every End User/Customer who wishes to receive said listing.
- E. U S WEST's residential End Users/Customers will receive a single alphabetical listing at no charge in the alphabetical listings section of the Directory.
- F. Other listings, e.g. additional listings, that are made available to Aliant End Users/Customers will be made available to U S WEST for the benefit of its End Users/Customers. Rates for these listings are listed in Appendix A to the Agreement.
- G. U S WEST consents to allow Aliant to send U S WEST End User/Customer Listing Information to Aliant's Directory Publisher, yellow pages sales staff, and directory assistance personnel. Aliant will not license, sell or otherwise transfer any list containing End User/Customer Listing Information to any other third party, e.g. Directory Publishers, directory assistance providers, without U S WEST's prior consent, which consent will not be unreasonably withheld. If U S WEST requests Aliant to extract or identify its End Users/Customers for a third party transaction, then Aliant may charge U S WEST a reasonable service bureau extraction fee and U S WEST will be free to establish its own fees for direct billing to third parties.

- H. Aliant shall have the right, but not the obligation, to contact any and all End Users/Customers of U S WEST and any/all other interested parties for the purpose of soliciting and receiving contracts for advertising in Aliant's Directories (including but not limited to listing enhancements such as bold and italics) and promoting and selling other Aliant Directory products and services.
- I. Any errors in U S WEST's End User/Customer alphabetical listings will be reported to U S WEST not to Aliant. U S WEST will forward the information to Aliant for resolution. Contact personnel and phone numbers will be exchanged between the Parties prior to distribution of each directory.
- J. Prior to publication, U S WEST will receive an alphabetical list of their End Users/Customers for their review and approval. U S WEST will be given a reasonable period of time to review, correct, and approve the accuracy of the list and communicate its approval to Aliant. Such approval shall not be unreasonably withheld.
- K. U S WEST and Aliant will employ the following procedures for handling misdirected directory error calls:
 - 1. U S WEST and Aliant will provide their respective End Users/Customers with the correct telephone numbers to call for access to their respective directory personnel.
 - 2. End Users/Customers of U S WEST shall be instructed to report all cases of directory errors to U S WEST. End Users/Customers of Aliant shall be instructed to report all cases of directory errors to Aliant.
 - 3. U S WEST and Aliant will provide their respective directory contact numbers to one another on a reciprocal basis.
 - 4. Neither Party will discuss its products and services with the other Party's End Users/Customers during the course of directory error calls.
- L. If U S WEST receives an inquiry or complaint on yellow page advertising U S WEST will treat the inquiry or complaint as a misdirected directory call and will provide the End User/Customer with proper information to allow the End User/Customer to contact Aliant's yellow page personnel.

IV. INFORMATION PAGES

A. Aliant will include information needed by End Users/Customers to establish, maintain, and use local service with local service providers in the Directory information pages on a non-discriminatory basis. Subject to its obligation of fairness and nondiscrimination, Aliant will have final editorial control over content, design, format, and location of these information pages.

B. Information Pages Required by Regulation

1. At no additional expense to U S WEST, Aliant will include information pages required by regulation and law such as U S WEST's billing, installation, and repair services, emergency numbers, consumer tips, and local calling area in the information pages. U S WEST will prepare and provide Aliant with this information. With U S WEST input, Aliant will determine design, format, and location of these pages in the Directory. Aliant and U S WEST will work together to integrate the content into the appropriate format and design.
2. Aliant will also Publish general non-company specific information, such as, long distance calling, state and international area codes, and a time zone map of the United States.

C. Premium Information Pages

In addition to the Information Pages provided in B. above, U S WEST may elect to purchase space for display of U S WEST-specific product and service information that is factual, instructional, directional, or promotional in nature in accordance with the then prevailing policies and pricing, as both may be established by Aliant from time to time. Rates for premium pages are listed in Exhibit "1" of this Appendix B.

D. In recognition of Aliant's operating independence as a Directory Publisher and ever-changing market conditions, it is hereby acknowledged and agreed that Aliant is entitled to establish, discontinue, and modify its policies from time to time with regard to Publishing practices, pricing, branding, specifications, designs, publication dates, standards or procedures; provided, however, the Parties will consult with and give each other prior written notification of any changes in Party's policies or products that may impact the other Party's obligations under this Appendix B. Such policies shall be nondiscriminatory and treat Aliant End Users/Customers and U S WEST End Users/Customers similarly.

- E. Prior to publication, U S WEST will receive final "OK to print" proof copies of Information and Premium Pages for their review and approval. U S WEST will be given a reasonable period of time to review, correct, and approve the proof copies and communicate its approval to Aliant. Such approval shall not be unreasonably withheld.

V. DISTRIBUTION

- A. Upon directory publication Aliant will arrange for the distribution of the Directory to U S WEST's service End Users/Customers in the Aliant Directory coverage area at no charge. U S WEST's End Users/Customers will receive Directories at the same time, and at the same level of quality as Aliant's End Users/Customers.
- B. Subsequent to the initial distribution of directories, Aliant will timely deliver:
 - 1. Replacement Directories to U S WEST's End Users/Customers within the area served by the Directory upon any reasonable request from a U S WEST End User/Customer, and
 - 2. Directories to new business and residential End Users/Customers within the area served by the Directory provided U S WEST delivers timely new End User/Customer information for the U S WEST Exchange to Aliant in a mutually agreed upon format. Aliant will make the foregoing deliveries at no charge to U S WEST or its End Users/Customers.
- C. U S WEST will provide Aliant at the time U S WEST's End User/Customer's order is placed all required Directory distribution information, e.g. quantities and delivery location, to enable Aliant to perform its distribution responsibilities.
- D. Aliant will make available to U S WEST's End Users/Customers directory recycling services under the same terms and conditions that Aliant makes such services available to its own local End Users/Customers.
- E. Any distribution difficulties encountered by U S WEST's End User/Customer shall be reported by that End User/Customer to U S WEST not to Aliant. U S WEST will forward the information to Aliant. Contact personnel and phone numbers will be exchanged between the Parties prior to distribution of each Directory.

VI. TERM

Subject to the termination provisions contained in this Appendix B, the term of this Appendix B shall be the same as the Interconnection Agreement of even date between the Parties. This Appendix B shall remain in effect until either Party gives the other Party at least one hundred eighty (180) days prior written notice of termination, which termination shall be effective on the date specified in the notice, subject to the survival provisions set forth in Section VIII.

VII. TERMINATION

- A. Either Party may terminate this Appendix B as to a particular Directory or Directories (and the geographic area covered thereby) by giving the other Party one hundred eighty (180) days prior written notice before the scheduled Directory "close date" of such Directory or Directories, as set forth in Section I. above.
- B. Notwithstanding anything to the contrary contained herein, a Party may terminate this Appendix B as to a specific operating area or portion thereof of such Party if such Party sells, transfers, or ceases providing service to the area or portion thereof. The Party shall provide the other Party with at least one hundred eighty days (180) prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Appendix B as to a specific operating area, this Appendix B shall remain in full force and effect in the remaining operating areas.
- C. The obligations of this Appendix B extend to all of the Exchanges within Aliant's operating territory (the 958 LATA) where U S WEST offers its telecommunications services.

VIII. SURVIVAL

The Parties' obligations with respect to any Directories whose annual publication cycle has begun prior to the effective date of termination shall survive such termination. A publication cycle begins the day following the listing activity close date (the Directory "close date") for the current year's publication. For example, if a Party terminates this Appendix B effective as of April 10, 1997, the Parties' survival obligations would apply as follows:

<u>Exchange</u>	<u>Beginning of Publication Cycle</u>	<u>Directory "Close Date"</u>	<u>Publication Date</u>
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1	09-26-96	09-25-97	12-01-97
2	04-11-97	04-10-98	06-01-98

With respect to Exchange 1, the Appendix obligations expire on 9/25/97. With respect to Exchange 2, the Appendix obligations expire on 4/10/97.

IX. INDEMNIFICATION and LIMITATION OF LIABILITY

- A. Definition of Claims. "Claims" shall mean any and all demands, complaints, disputes, liabilities, obligations, losses, damages, deficiencies, penalties, settlements, judgments, actions, proceedings, and suits of whatever kind and nature and all reasonable costs and expenses, including reasonable attorney's fees, arising in connection with or related to the subject matters of this Appendix B.
- B. Advertising Claims. Claims regarding advertising in the Directories covered by this Appendix B shall be referred to Aliant. Aliant shall use commercially reasonable efforts to promptly investigate, defend against, and resolve the same.
- C. Listing Claims. Claims regarding the listing of U S WEST's End Users/Customers in the Directories covered by this Appendix B shall be referred to U S WEST. U S WEST shall use commercially reasonable efforts to promptly investigate, defend against, and resolve the same.
- D. Cooperation. Both Parties shall cooperate in good faith in their investigation, defense, settlement, and resolution of claims arising out of any error or omission in or of any listing and/or advertising in the Directories covered by this Appendix B. In the event of a demand or complaint asserting that Aliant and U S WEST are jointly liable, Aliant shall assume the responsibility for and advance the cost of defending the portion of the claim relating to any U S WEST End User/Customer's advertising; and U S WEST shall assume the responsibility for and advance the cost of defending that portion of the claim relating to any U S WEST's End User/Customer's listing; and both Parties shall cooperate, share information, and coordinate their efforts in an attempt to eliminate or minimize any liability and their respective attorneys' fees and costs. This assumption of the defense of a claim, or portion thereof, does not imply or create an assumption of liability for any final settlement or judgment for such claim or portion thereof. The Parties shall negotiate in good faith how to finally divide and apportion the liability for such claim in accordance herewith and any disputes shall be submitted to arbitration, as set forth in Section X.

- E. Notice and Procedures. A Party seeking indemnification (the “Indemnified Party”) shall give prompt written notice in reasonable detail (the “Notice of Claim”) to the indemnifying Party (the “Indemnifying Party”) stating the basis of any claim for which indemnification is being sought hereunder within thirty (30) days after its knowledge thereof; provided that the Indemnified Party’s failure to provide any such notice to the Indemnifying Party shall not relieve the Indemnifying Party of or from any of its obligations hereunder except to the extent that the Indemnifying Party suffers prejudice as a result of such failure. If the facts giving rise to such indemnification involve an actual or threatened claim by or against a third party:
1. The Parties hereto shall cooperate in the prosecution or defense of such claim in accordance with Section IX.D above and shall furnish such records, information and testimony and attend to such proceedings as may be reasonable requested in connection therewith; and
 2. The Indemnified Party shall make no settlement of any claim which would give rise to liability on the part of the Indemnifying Party without the latter’s prior written consent which shall not be unreasonably withheld or delayed, and the Indemnifying Party shall not be liable for the amount of any settlement affected without its prior written consent.
- F. Indemnification for Certain Personal Injuries and Property Damage. Each Party agrees to release indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney’s fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the Indemnifying Party’s negligence or willful misconduct, regardless of form of action.
- G. End User/Customer and Content-Related Claims. Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its Affiliates, and any third party provider of services under this Appendix B (collectively, the “Indemnified Parties”) from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney’s fees, suffered, made, instituted, or asserted by their respective End Users/Customers against any Indemnified Party arising from the act, omission, error, or mistake of the Indemnifying Party with respect to

Claims as defined in A. above, except to the extent that the Claim arises from the act, omission, error, or mistake of the Indemnified Party. In such instances in which the Claim(s) is in the nature of actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of the content: (i) of an advertisement or the like Published in a Directory, Aliant shall be the Indemnifying Party, unless such Claim(s) arise from the act, omission, error, or mistake of U S WEST; (ii) of the information in a listing provided to Aliant by U S WEST, U S WEST shall be the Indemnifying Party unless such Claim(s) arise from the act, omission, error, or mistake of Aliant; or (iii) that does not fit the descriptions set forth in the preceding subsections (i) or (ii), then the Indemnifying Party shall be the Party whose act, omission, error, or mistake was the proximate cause for such Claim, however, if both Parties caused and contributed to such a Claim, the Parties' responsibility for such Claim shall be apportioned in relation to each Party's degree of fault. The Parties further agree that the term "Indemnified Party" includes, as appropriate, their employees, officers, and Affiliates.

- H. Limitation of Liability. Each Party's liability, whether in tort or otherwise, shall be limited to direct damages, which shall not exceed the amount of the charges for the service or activity at issue in connection with the assertion of damages for the time period during which such service or activity was inoperative, not to exceed in total the charge due from the Party asserting the damages. UNDER NO CIRCUMSTANCE SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, DAMAGES ARISING FROM THE USE, PERFORMANCE, OR LOSS OF THE SERVICES DESCRIBED IN THIS APPENDIX B, OR EQUIPMENT OR SOFTWARE, OR ACCESSORIES ATTACHED THERETO, OR DELAY, ERROR, OR LOSS OF DATA. IN CONNECTION WITH THIS LIMITATION OF LIABILITY, THE PARTIES RECOGNIZE THAT EITHER PARTY MAY, FROM TIME TO TIME, PROVIDE ADVICE, MAKE RECOMMENDATIONS, OR SUPPLY OTHER ANALYSIS RELATED TO THE MATTERS, DESCRIBED IN THIS APPENDIX B, AND, WHILE THE ADVISING PARTY SHALL USE DILIGENT EFFORTS IN THIS REGARD, BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH ADVICE, RECOMMENDATIONS, AND ANALYSIS.

Any assertion of damages by a Party against the other Party must be made within one (1) year after the publication of the Directory giving rise to such claim.

X. DISPUTE RESOLUTION

- A. The Parties desire to resolve disputes arising out of this Appendix B without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to this Appendix B, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Appendix B or its breach. Nothing in this article should be construed as a waiver of or prejudice to either Party's rights as the law provides.
- B. Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix B. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
- C. Arbitration. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this article. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral

deposition of one (1) individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in Lincoln, Nebraska, or in a mutually agreed upon location. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The time intervals specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- D. Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.
- E. Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and they shall continue to perform their obligations (including making payments) in accordance with this Appendix B.

XI. MISCELLANEOUS

- A. Amendment. U S WEST and Aliant may mutually agree to amend this Appendix B in writing. Since it is possible that amendments to this Appendix B may be needed to fully satisfy the purposes and objectives of this Appendix B, the Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and corrections to this Appendix B.
- B. Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Appendix B (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Appendix B to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Consent to any other assignment or transfer may be withheld where the assignment or transfer does not include a transfer or assignment of the rights and obligations under the said Interconnection Agreement to the same transferee or assignee.

- C. Binding Effect. Subject to Section XI.B, this Appendix B shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
- D. Compliance with Law. Each Party shall comply with all federal state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Appendix B.
- E. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.
- F. Default. A Party shall be considered in default upon the occurrence of any of the following:
 - 1. any failure by such Party to perform any material obligation under or pursuant to this Appendix B for any reason other those described below;
 - 2. a material breach of any term or condition of this Appendix B by such Party; or
 - 3. any fraud, material misrepresentation, willful misconduct or unlawful conduct by such Party.

Upon the occurrence of a default, a Party shall give written notice thereof to the defaulting party (the "Defaulting Party"), and the Defaulting Party shall have a period of thirty (30) days after the date of such notice within which to cure the default. If the Defaulting Party does not cure the default, then at of the end of such thirty (30) day period, an "Event of Default" with respect to such Defaulting Party shall be deemed to have occurred and the other Party may elect, by giving written notice thereof to the Defaulting Party, to either to waive such Event or Default or to terminate this Appendix B effective as of the thirtieth (30th) day after such notice of election. In addition to the election to terminate this Appendix B, the terminating Party shall also be entitled to pursue any and all available remedies against the Defaulting Party.

In the event that a final order of a court or administrative agency requires U S WEST to Publish a Directory in lieu of securing the Publication of its End Users/Customers information in the Directories that are covered by this Appendix B, or if such an order declares this Appendix B null and void, or if such an order enjoins or precludes

Aliant from Publishing a directory in accordance with this Appendix B, this Appendix B shall immediately terminate as to such Directories covered by this Appendix B. If such an order alters or changes the relationships or arrangements established by this Appendix B, either Party may, within sixty (60) days of the entry of such order, elect to terminate this Appendix B as to the Directories covered by this Appendix B.

- G. Entire Agreement. This Appendix B constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- H. Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Appendix B from any cause beyond its reasonable control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.
- I. Applicable Law. This Appendix B was negotiated by the Parties in accordance with the terms of the Act and the laws of the State of Nebraska. It shall be interpreted solely in accordance with the terms of Nebraska law.
- J. Headings of No Force or Effect. The headings of Articles and Sections of this Appendix B are for convenience of reference only, and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Appendix B.
- K. Responsibility of Each Party. Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Appendix B and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including

compliance with social security taxes, withholding taxes and all other regulations governing such matters.

Subject to the limitations on liability and except as otherwise provided in this Appendix B, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

- L. Executed in Counterparts. This Appendix B may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.
- M. Notices. Any notices required by or concerning this Appendix B shall be sent to the Parties at the addresses shown below:

Aliant Communications Co.
1440 "M" Street
P.O. Box 81309
Lincoln, NE 68501-81309
Attn: William J. Ashburn, Wholesale Marketing and
Services Manager

Director Interconnection Compliance
1801 California Room 2410
Denver CO 80202

With copy to:
U S WEST Law Department
Attn: Interconnection Attorney
1801 California 51st Floor
Denver CO 80202

Each Party shall inform the other of any changes in the above addresses.

- N. New Regulatory Obligations. Aliant will use commercially reasonable efforts to cooperate with U S WEST in U S WEST's efforts to ensure that any additional regulatory obligations placed on U S WEST with respect to the publication of End User/Customer listings and/or delivery of Directories are met; provided, however, in the event such regulatory mandates result in a significant increase in Aliant's costs in

meeting its obligations under this Appendix B, the Parties agree to negotiate in good faith to establish an appropriate amount to compensate Aliant for such increased costs.

- O. **Publicity.** Neither Party shall Publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks, or service marks without the prior written approval of the other Party.
- P. **Severability.** If any provision of this Appendix B is held by a court of competent jurisdiction to be unenforceable, the rest of the Appendix B shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Appendix B. In such a case, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Appendix B.
- Q. **Subcontractors.** Parties may enter into subcontracts with third parties or Affiliates for the performance of any of a Party's duties or obligations under this Appendix B.
- R. **Trademarks and Trade Names.** Except as specifically set out in this Appendix B, nothing in this Appendix B shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, and except as specifically set out in this Appendix B, neither Party shall be deemed to acquire any right to use, and shall not use, the name of the other Party, the logo of the other Party, or any other trademark or service mark of the other Party.
- S. **Waiver.** The failure of either Party to insist upon the performance of any provision of this Appendix B, or to exercise any right or privilege granted to it under this Appendix B, shall not be construed as a waiver of such provision or any provisions of this Appendix B, and the same shall continue in full force and effect.
- T. **Taxes.** U S WEST shall be responsible for all federal, state or local sales, use, excise gross receipts transaction or similar taxes, fees, or surcharges levied with respect to the use, distribution, or its sales of the Directories to its End Users/Customers.. To the extent a sale is claimed to be for resale, U S WEST shall furnish a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption.

- U. No Agency. Nothing in this Appendix B or in any other document related to this transaction, and no action of or inaction by either of the parties hereto shall be deemed or construed to constitute an agency relationship between the Parties hereto. Each party is acting independently of the other and neither Party has the authority to act on behalf of or bind the other Party.

XII. WARRANTY

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS APPENDIX B, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER THIS APPENDIX B. BOTH PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

IN WITNESS WHEREOF, the Parties hereto have caused this Appendix B to be executed by their respective duly authorized representatives.

U S WEST Communications, Inc.

Aliant Communications Co.

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

APPENDIX B

Exhibit 1

Aliant Communications Company
Premium Information Pages
Pricing Guide

<u>Region</u>	<u>Price*</u>	<u>Price*</u>	<u>Distribution</u>
	Page 1-11	12 pages & over	
Beatrice	\$3,000	\$2,500	50,000
Hastings	\$3,000	\$2,500	50,000
Lincoln	\$10,000	\$7,500	345,000
Lincoln Mini	\$7,500	\$7,000	56,000
Nebraska City	\$3,000	\$2,500	55,000
Wahoo	\$3,000	\$2,500	50,000
York	\$3,000	\$2,500	64,000

*Price per page per directory publishing year

APPENDIX C

COLLOCATION AGREEMENT

This Collocation Appendix (hereinafter referred to as "Appendix C"), made as of this _____ day of _____, 199__, is between U S WEST Communications Inc. ("U S WEST") a Colorado corporation, and Aliant Communications Co. ("Aliant") a Delaware corporation, domesticated in Nebraska.

I. SCOPE

- A. This Appendix C is made in furtherance of an interconnection agreement between the Parties of even date herewith. Collocation allows U S WEST to obtain dedicated space in Aliant's Wire Centers and to place equipment in such spaces to interconnect with Aliant's network. Collocation is provided on a first-come, first-served basis. Collocation also includes Aliant providing resources necessary for the operation and economical use of collocated equipment. Collocation Interconnection Points (CIPs) and Cross-Connects for network interconnection can be established through virtual or physical collocation arrangements. A CIP is the point where U S WEST's fiber optic facility is spliced by Aliant to Aliant's Collocation entrance facility. All CIPs shall be solely designated by Aliant.
- B. Collocation is offered for network interconnection and/or access to unbundled network elements between the Parties. U S WEST may only connect to other collocated parties via Cross-Connects provided by Aliant.
- C. U S WEST's cable will be connected to fiber entrance facilities that provide the connection to the collocated space. U S WEST will comply with Aliant's standards for cable construction. U S WEST is responsible for any and all costs of bringing its fiber optic cable to the CIP.
- D. U S WEST will be provided two points of entry into the Aliant Wire Center only when there are at least two existing entry points for Aliant cable and when there are vacant entrance ducts in both. Cable entry will be limited to fiber optic facilities.
- E. Aliant will provide for physical collocation of transport and termination equipment necessary for interconnection of U S WEST's network facilities to Aliant's network or access to unbundled network elements at its premises. U S WEST's right to physical collocation is based upon the terms of the Act and the FCC rules implementing that statute. In the event that the Act or the FCC rules are modified or reversed, the Parties will modify this Appendix C

with respect to physical collocation consistent with any such modification or reversal of the Act or the FCC rules. U S WEST will disclose appropriate information about the equipment to be installed to allow Aliant to engineer the power, floor loading, heat release, environmental particulate level, and HVAC for the collocated space.

- F. When Aliant personnel are used, the related charges by Aliant shall be just, reasonable, and non-discriminatory.
- G. This Appendix C does not exclude so-called “cageless” collocation, but that method of physical collocation may be extended by Aliant to U S WEST only in accordance with written terms and conditions that are mutually agreed upon by the Parties.

II. VIRTUAL COLLOCATION

- A. Aliant shall provide virtual collocation for the purpose of interconnection and/or access to unbundled network elements subject to the rates, terms, and conditions of this Appendix C. Virtual collocation will be provided only where and if Aliant has demonstrated that physical collocation is not practical for technical reasons or because of space limitations as provided in Section 251(c)(6) of the Act.
- B. U S WEST will not have physical access to the Aliant Wire Center building pursuant to a virtual collocation arrangement.
- C. U S WEST will be responsible for obtaining and providing to Aliant administrative codes, e.g. common language codes, for all equipment specified by U S WEST and installed in Aliant’s Wire Centers.
- D. U S WEST will be responsible for payment of training of Aliant employees for the maintenance, operation and installation of U S WEST’s virtually collocated equipment when that equipment is different than the equipment used by Aliant anywhere in the metropolitan service area of the Wire Center where Collocation is requested.
- E. U S WEST will be responsible for payment of charges incurred in the maintenance or repair of U S WEST’s virtually collocated equipment unless the maintenance or repair is a result of Aliant’s action or inaction.
- F. Aliant does not guarantee the reliability of U S WEST’s virtually collocated equipment.
- G. U S WEST is responsible for ensuring the functionality of virtually collocated equipment provided by different manufacturers.

- H. Maintenance Labor, Engineering Labor, and Equipment Labor business hours are considered to be Monday through Friday, 8:00 a.m. to 5:00 p.m. and after business hours are after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays. Rates for these services are listed in Exhibit 1 of this Appendix C.
- I. U S WEST will transfer possession of U S WEST's virtually collocated equipment to Aliant via a no cost lease. The sole purpose of the lease is to provide Aliant with exclusive possessory rights to U S WEST's virtually collocated equipment. Title to the U S WEST virtually collocated equipment shall not pass to Aliant.
- J. Installation and maintenance of U S WEST's virtually collocated equipment will be performed by Aliant or an Aliant authorized vendor. Subject to payment of Aliant charges, such equipment may be moved at U S WEST's election to a physical collocation space and all possessory rights will revert to U S WEST.
- K. U S WEST shall ensure that upon receipt of the U S WEST virtually collocated equipment by Aliant, all warranties and access to ongoing technical support are passed through to Aliant, all at U S WEST's expense. U S WEST shall advise the manufacturer and seller of the virtually collocated equipment that it will be possessed, installed, and maintained by Aliant.
- L. U S WEST's virtually collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063, Aliant Wire Center environmental and transmission standards, and any statutory (local, state or federal), or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. U S WEST shall provide Aliant interface specifications, e.g. electrical, functional, physical, and software, of U S WEST's virtually collocated equipment.
- M. Aliant may restrict the type of virtually collocated equipment. Aliant will only permit transmission, multiplexing/demultiplexing, and channel concentration equipment to be virtually collocated by U S WEST.
- N. U S WEST must specify all software options and associated plug-ins for its virtually collocated equipment.
- O. U S WEST is responsible for purchasing and maintaining a supply of spares. Upon failure of the U S WEST virtually collocated equipment, U S WEST is responsible for transportation and delivery of maintenance spares to Aliant at the Wire Center housing the failed equipment.

- P. U S WEST shall annually provide a one year forecast of the labor hours U S WEST anticipates for support of its virtually collocated equipment specified by U S WEST.
- Q. Aliant provides loop closure alarm monitoring centralized to its service assurance center. Only major and minor alarms are monitored. Provision of other types of alarm monitoring is subject to a BFR.

III. PHYSICAL COLLOCATION

- A. Aliant shall provide to U S WEST physical collocation of equipment necessary for Interconnection and/or for access to unbundled network elements, except that Aliant may provide for virtual collocation if Aliant demonstrates that physical collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Aliant shall provide such Collocation for the purpose of interconnection or access to unbundled network elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the Commission subject to the rates, terms, and conditions of this Appendix C.
- B. Where U S WEST chooses to physically collocate in a premises which was initially prepared for virtual collocation, U S WEST may elect to (i) retain its virtual collocation in that premises and expand that virtual collocation according to the rates, terms, and conditions of this Appendix C, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation to physical at such premises in which case U S WEST shall coordinate the construction and rearrangement with Aliant of its equipment and circuits for which U S WEST shall pay Aliant at applicable rates, and pursuant to the other terms and conditions in this Appendix C. In addition, all applicable physical collocation recurring and nonrecurring rates as listed in Exhibit 1 shall apply.
- C. U S WEST will be allowed access to the collocated space on non-discriminatory terms.
- D. U S WEST is responsible for the installation, maintenance and repair of its equipment located within the collocated space rented from Aliant.
- E. U S WEST may sublease to another provider with the approval of Aliant, such approval not being unreasonably withheld. Sublessee must adhere to the same Collocation standards as U S WEST. Physical collocation is offered in Wire Centers on a space available, first come, first-served basis.
- F. The minimum standard collocated space is 100 square feet. Spaces of less than 100 square feet may be made available on a site specific BFR.

- G. U S WEST's collocated space will be separated from other CLECs and Aliant space through cages constructed by Aliant or Aliant's contractors.
- H. The following standard features will be provided by Aliant:
 - 1. Heating, ventilation, and air conditioning.
 - 2. Smoke/fire detection and any other building code requirements.
- I. Aliant Responsibilities
 - 1. Design the floor space within each Wire Center which will constitute U S WEST's collocated space.
 - 2. Cause the necessary construction work to be performed, by Aliant or third parties in accordance with Section II.L. above, to build U S WEST's physical collocation space and the entrance facilities to the physical collocation space.
 - 3. Develop a price quotation specific to U S WEST's request, including quote preparation costs.
 - 4. Install, maintain, and perform all related activity necessary to provide the fiber entrance facility between the CIP and U S WEST's collocated space.
 - 5. Install, maintain, and perform all related activity necessary to provide the Cross-Connect between Aliant's unbundled network elements and U S WEST's collocation space.
 - 6. Work cooperatively with U S WEST in matters of joint testing and maintenance.
- J. U S WEST Responsibilities
 - 1. Procure, install, and maintain all fiber optic facilities up to the Aliant designated CIP.
 - 2. Install, maintain, repair, and service all U S WEST's equipment located in the physical collocation space.
 - 3. Cause all equipment installed by U S WEST complies with Bellcore Network Equipment Building System Generic Equipment Requirements, TR-NWT-000063. Aliant Wire Center environmental and transmission

standards, and any statutory (local, federal, or state) or regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

4. Provide the appropriate type and amount of cable between the collocated space and a Single Point of Termination (SPOT). The SPOT will be located as close as reasonably possible to the collocated space. Aliant shall inform U S WEST of the cable run distance between the collocated space and the SPOT.
 5. Perform all connections necessary within U S WEST's collocation space.
- K. Once construction is complete for physical collocation and U S WEST has accepted its physical collocation space, U S WEST may order Cross-Connects.
- L. If, at any time, Aliant reasonably determines that the equipment or the installation does not meet requirements, it will provide a notice of non-compliance to U S WEST along with an identification of the problem and recommendations for its solution. U S WEST will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If U S WEST fails to commence the correction of any non-compliance within thirty (30) days of written notice of non-compliance, Aliant may have the equipment removed or the condition reasonably corrected at U S WEST's expense.
- M. If, during installation, Aliant determines U S WEST activities or equipment are unsafe, non-standard, or in violation of any applicable laws or regulations, Aliant has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of Aliant's employees, interfere with the performance of Aliant's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, Aliant may perform such work and/or take reasonable action as is necessary to correct the condition at U S WEST's expense.

IV. COLLOCATION RATE ELEMENTS

A. Common Rate Elements

The following rate elements are common to both virtual and physical collocation and depend on U S WEST's requests:

1. Quote Preparation Fee. This covers the work involved in developing a quotation for U S WEST for the total costs involved in its collocation request for one (1) Wire Center. U S WEST must pay the Quote

Preparation Fee to Aliant prior to Aliant beginning any collocation work for U S WEST. This fee is determined on an individual case basis.

2. Fiber Entrance Facility. Fiber entrance facility provides for facilities connecting the CIP and the collocated space and Innerduct supplied by Aliant. From the CIP an Aliant owned fiber facility dedicated to U S WEST is routed to the collocated space for termination by U S WEST. Wire Center specific entrance facility rates are listed in Exhibit 1 of this Appendix C.
3. Cable Splicing. Represents the labor and equipment to perform a splice to the U S WEST provided cable. Includes per-setup and per-fiber-spliced rate elements. These rates are applicable to fiber optic or other types of cable rearrangements.
4. Power Feed. This provides 48 volt DC A and B power and ground feeds from the local power panel to U S WEST's collocated space. Power feeds are provided in one-hundred (100) ampere increments. A separate ground cable for the U S WEST collocated space will also be provided. The rates for power are listed in Exhibit 1 of this Appendix C.
5. Supervision Labor. Provides for the Aliant qualified personnel necessary when U S WEST requires access to the CIP after the initial installation or access to its physical collocation floor space, where supervision is required. Supervision after business hours is subject to a minimum charge of 4 hours at the rate listed in Exhibit 1 of this Appendix C.
6. Cross-Connect. Provides a connection between U S WEST's collocated space and Aliant's network. This element can be ordered at a DS3, DS1, or DS0/voice grade level.

The SPOT is the official demarcation point between U S WEST's collocated equipment and Aliant's network. U S WEST will not have access to either side of the SPOT. The Parties are each responsible for the inventory of its own terminations on the SPOT.

U S WEST shall provide a cable, the length of which shall be determined by Aliant, between its collocated space and the SPOT. This cable will be sized to accommodate U S WEST's order for Cross-Connects. Aliant shall install the cable in its cable runways and connect the cable to the SPOT. Cost of this installation is determined on an individual case basis. Each level of service, e.g. DS1, requires a separate cable. Each cable may be terminated at a different SPOT, at Aliant's sole discretion.

Cross connects will be available (i) to connect unbundled Loops to U S WEST's collocated space in Aliant's central offices, (ii) to connect multiplexing to U S WEST's collocated space in Aliant's central offices, and (iii) to connect transport to U S WEST's collocated space in Aliant's central offices.

Rates for Cross-Connects are listed in Exhibit 1 of this Appendix C.

B. Physical Collocation Rate Elements

The following rate elements apply only to physical collocation arrangements:

1. Floor Space Rental. Provides the monthly rent for the physical collocation space, property taxes, and base operating cost without 48 Volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or 48 Volt DC power generating equipment. Also includes maintenance for the collocation space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, and standard HVAC of both the physical collocation space and the Aliant Wire Center areas surrounding it and general repair and maintenance.
2. Enclosure Buildout. The Enclosure Buildout element includes the material and labor to construct a cage as specified by Aliant. It includes the enclosure, air conditioning (to support the U S WEST loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or number required by building code.) Also provides for humidification, if required.
3. Pricing for the above physical collocation rate elements, floor space, and enclosure buildouts will be provided on an individual case basis due to the potential uniqueness of the requirements, central office structure, and other arrangements.

C. Virtual Collocation Rate Elements

The following rate elements apply uniquely to virtual collocation:

1. Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of U S WEST's virtually collocated equipment. U S WEST is responsible for ordering maintenance spares. Aliant will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or

equipment for U S WEST. A call-out of a maintenance technician after business hours is subject to a minimum charge of 4 hours.

2. Training Labor. Provides for the billing of vendor-provided training for Aliant personnel on a metropolitan service area basis, necessary for U S WEST virtually collocated equipment which is different from Aliant provided equipment. Three (3) Aliant employees will be trained per metropolitan service area in which the U S WEST virtually collocated equipment is located. If trained employees are relocated, retired, or are no longer available, U S WEST will provide training for replacement Aliant employees in the same metropolitan area. A call-out of training personnel after business hours is subject to a minimum charge of 4 hours.

Periodic ongoing training of relevant Aliant personnel will be provided by U S WEST on the vendor recommended intervals.

3. Engineering Labor. Provides the planning and engineering of the U S WEST virtually collocated equipment at the time of installation, change, or removal. A call-out of engineering personnel after business hours is subject to a minimum charge of 4 hours.
4. Installation Labor. Provides for the installation, change, or removal of the U S WEST virtually collocated equipment.
5. Equipment Bay. Provides mounting space for U S WEST collocated equipment. Each bay includes its installation and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to 78 inches. The monthly rate is applied per shelf per bay.

V. COLLOCATION INSTALLATION INTERVALS

All requests for Collocation are evaluated on an individual Wire Center basis. Standard requests are for one (1) Wire Center. Non-standard requests will be addressed on an individual case basis.

- A. The following standard intervals are common to both virtual and physical collocation:

1. Acknowledgment of Floor Space Availability. Within fifteen (15) business days of the receipt by Aliant from U S WEST of a Request for Collocation and an associated Quote Preparation Fee, Aliant will notify U S WEST whether the sufficient floor space is available in the requested Wire Center to accommodate U S WEST's request and provide floor plans necessary for use by an Aliant approved contractor.

2. Quote Preparation. Within forty-five (45) business days of the receipt by Aliant from U S WEST of a Request for Collocation and an associated Quote Preparation Fee, Aliant will provide U S WEST with a written quotation containing all nonrecurring charges for the requested Collocation arrangement.
3. Quote Acceptance. Within thirty (30) business days of the receipt by U S WEST of the Aliant quotation, U S WEST will accept or reject the Aliant proposed quotation. Acceptance shall require payment to Aliant of fifty percent (50%) of the non-recurring charges provided on the quotation.
4. Delays in Aliant's receipt of equipment or material required for either virtual or physical collocation that are beyond Aliant's control shall not leave Aliant liable for any claims of delay by U S WEST.

B. The following standard interval applies to virtual collocation.

1. Aliant shall complete the installation of U S WEST's collocated equipment within forty-five (45) business days of Aliant's receipt of U S WEST's collocated equipment except for V.B. 2 below.
2. Aliant will not complete nor accept as complete the installation of any virtually collocated equipment prior to the completion of training of Aliant's personnel on the virtually collocated equipment. U S WEST will assist Aliant and the virtually collocated equipment vendor in scheduling training such that the training will be complete before installation of the virtually collocated equipment is complete.
3. Any charges for technical support from an equipment vendor incurred by Aliant in the course of installation, maintenance, or repair of U S WEST's virtually collocated equipment shall be billed to and paid by U S WEST.

C. The following standard interval applies to physical collocation.

1. Completion of Cage Construction. Within ninety (90) business days of the acceptance of the quotation by U S WEST, the construction of the necessary cage enclosure shall be completed. At this time, the leased floor space will be available to U S WEST for installation of its collocated equipment.

VI. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS APPENDIX C, ALIANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- B. IN NO EVENT SHALL ALIANT BE LIABLE TO U S WEST FOR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND LOST PROFITS) ARISING OUT OF THIS APPENDIX C OR ANY OBLIGATION ARISING HEREUNDER, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE.

VII. DEFAULT AND REMEDIES

- A. If either Party defaults in the payment of any amount due hereunder, or if a Party becomes insolvent or bankruptcy or receivership proceedings are initiated by or against a Party, or if either Party violates any material provision of this Appendix C, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. The failure of either Party to enforce any of the provisions of this Appendix C or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.
- B. Aliant does not intend that U S WEST be deemed authorized to take action that would result in the filing of any tax or mechanic's lien against any Aliant Wire Center. The filing of any tax or mechanic's lien against Aliant's Wire Center, due to the act or omission of U S WEST which is not bonded or discharged within thirty (30) days of the date U S WEST receives notice that such lien has been filed shall be deemed a default hereunder.
- C. U S WEST shall not knowingly use or maintain its Collocation in violation of any law or regulation, or in aid of any unlawful act or undertaking, and the violation hereof shall be a default.
- D. Where necessary and commercially reasonably in order to protect its rights and interest in an Aliant Wire Center, Aliant may perform, on behalf and at the expense of U S WEST, any obligation of U S WEST under this Appendix C which U S WEST has failed to perform and of which Aliant shall have given U S WEST notice, the cost of which performance shall be paid by U S WEST to Aliant upon demand;
- E. Aliant shall have and may exercise all of the remedies set forth in this Appendix C, consistent with the Dispute Resolution provisions hereof. Without limiting

the foregoing, it is agreed by the Parties that Aliant shall possess the following remedies:

1. To terminate this Appendix by giving sixty (60) business days written notice of such termination to U S WEST, and to remove and store U S WEST's collocated equipment in a public warehouse or elsewhere at the expense of and for the account of U S WEST without Aliant being deemed guilty of trespass or conversion, and without Aliant becoming liable for any loss or damages to U S WEST occasioned thereby;
2. To recover from U S WEST the costs and expenses incurred by Aliant (including, without limitation, reasonable attorneys' fees) in enforcing this Appendix C upon demand by Aliant;
3. Upon termination of this Appendix C by Aliant, U S WEST shall remain liable to Aliant for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees, and expenses incurred by Aliant in pursuit of its remedies hereunder and the collocation fees incurred through the end of the calendar year in which termination occurs; and
4. All rights and remedies of Aliant set forth in this Appendix shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed.

VIII. INDEMNIFICATION

- A. With respect to third party claims, each of the Parties agrees to release, indemnify, defend, and hold harmless the other Party and each of its officers, directors, employees, and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of applicable law, or status of its employees, agents, and subcontractors; or for failure to perform under this Agreement, regardless of the form of action. The Parties shall make their respective best efforts to secure waivers of subrogation from their respective insurance carriers, since this indemnity provision is not intended to benefit such insurance carriers.
- B. The indemnification provided herein shall be conditioned upon:

1. The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.
 2. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.
 3. In no event shall the indemnifying Party settle or consent to a judgment pertaining to any such action without the prior written consent of the indemnified Party.
- C. It is understood that U S WEST is responsible for and shall compensate Aliant for the actual loss, damage, or destruction of Aliant's property where such loss, damage, or destruction is due to act or neglect of U S WEST in and about its collocated premises, whether done by U S WEST or its agents, contractors, or subcontractors.
- D. Without limiting the foregoing, U S WEST shall be responsible for, and shall indemnify and hold harmless Aliant, its agents, officers, employees, and assigns from and against any claims, liabilities, losses, damages, fines, penalties, and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of:
1. any discharge of hazardous waste resulting from acts or omissions of U S WEST;
 2. acts or omissions of the U S WEST, its agents, employees, contractors, or representatives in connection with any cleanup required by law, or
 3. failure of U S WEST to comply with Environmental, Safety and Health Laws.
- E. U S WEST shall indemnify, protect, and hold harmless Aliant from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of U S WEST's collocation pursuant to this Appendix C.

IX. INSURANCE REQUIREMENTS

- A. General. The following insurance requirements apply only to the extent that U S WEST actually has a physical collocation in and to an Aliant Wire Center. U S WEST has no obligation to secure insurance where it has only virtual collocation, and no access to the Aliant Wire Center, however, U S WEST shall have no claim against Aliant for damage or loss to virtually collocated equipment due to loss or damage that would have been covered by a policy of property insurance described below.
1. U S WEST shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this section underwritten by insurance companies licensed to do business in the state where physical collocation is offered, and U S WEST's insurance company's rating need not be higher than what Aliant requires of its own underwriters. So long as U S WEST has assets that equal or exceed ten billion dollars (\$10,000,000,000.00) all or any portion of the insurance required may be effected by a plan of self-insurance. As appropriate Aliant shall be named as an additional insured and/or as a loss payee on all applicable policies.
- B. Types of Coverage and Limits
1. Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than \$5 million combined single limit per occurrence, naming Aliant as an additional insured. The insurance shall also contain coverage for bodily injury and property damage, with a policy aggregate of \$5 million. Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements.
 2. Umbrella/excess liability coverage in an amount of \$5 million excess of coverage specified in Section IX.B.1 preceding.
 3. All risk property coverage on a full replacement cost basis insuring all of U S WEST's personal property situated on or within Aliant location(s). U S WEST may also elect to purchase business interruption or contingent business interruption insurance, knowing that Aliant has no liability for loss of profit or revenues should an interruption of service occur.
 4. Workers Compensation coverage including employers liability coverage which complies with any Workers' Compensation or similar law where any work is performed in any way connected with the provision of physical collocation. U S WEST shall provide Aliant with the proper

certification from the State of Nebraska approving self-insurance for Workers' Compensation.

5. U S WEST may purchase and secure such other and further insurance coverage as it may deem prudent, and the Parties shall cooperate with each other and their respective insurance providers to review and coordinate such insurance coverage so as to avoid unneeded or duplicative coverage.

C. Other Insurance Requirements

1. As appropriate all policies purchased by U S WEST shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Aliant.
2. All insurance shall be in effect on or before the occupancy date and shall remain in force as long as U S WEST occupies such collocated premises.
3. U S WEST shall submit standard certificates of insurance reflecting the coverages specified in this Appendix C prior to occupancy or prior to the commencement of any work permitted in this Appendix C if during the construction period U S WEST has access to Aliant's premises either directly or through its contractors. U S WEST shall arrange for Aliant to receive thirty (30) days advance notice of cancellation from U S WEST's insurance company.
4. Failure to comply with the material provisions of this section may be deemed default hereunder.
5. Should there be a liability claim that is common to both Aliant and U S WEST, the Parties shall cooperate to handle the claim in an efficient, fair manner.
6. The Parties shall use their best efforts to secure from all of their respective carriers a waiver of subrogation with respect to each other. Waivers of subrogation shall be mutual, so if one Party is unable to reasonably secure such a waiver of subrogation, the other Party need not secure such a waiver.
7. U S WEST shall promptly advise Aliant in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of U S WEST's Facilities.

X. DAMAGE AND/OR CASUALTY TO WIRE CENTER

- A. If any of the facilities providing Collocation shall be damaged by fire or other casualty, Parties shall give immediate notice thereof to each other. Terms, conditions, and rates set forth in this Appendix C shall continue in full force and effect except as set forth in this Section X following.
- B. If any of the facilities providing Collocation are partially damaged or rendered partially unusable by fire or other casualty not caused by U S WEST, the damages to said facilities shall be repaired by and at the expense of Aliant. All fees and charges, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the floor space and/or associated conduit space and cable space which are usable.
- C. If the Collocation spaces are totally damaged or rendered wholly unusable by fire or other casualty not caused by U S WEST, then all fees and charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the space shall have been repaired and restored by Aliant, subject to Aliant's right to elect not to restore the same as hereinafter provided.
- D. If the Collocation spaces are rendered wholly unusable through no fault of U S WEST, or the Wire Center is so damaged that Aliant shall decide to demolish it or to rebuild it, then, in any of such events, Aliant may elect to terminate Collocation at the specific Wire Center by written notice to U S WEST given within sixty (60) days after such fire or casualty and upon the date specified in such notice the minimum period shall expire as fully and completely as if such date were the date set forth for the termination of the minimum period. U S WEST shall forthwith quit, surrender, and vacate the Collocation spaces without prejudice however to Aliant's rights and remedies against U S WEST under any provisions in effect prior to such termination, and any fees and charges owing shall be paid up to the date of destruction and any payments made by U S WEST which were on account of any period subsequent to such date shall be returned to U S WEST. Unless Aliant shall serve a termination notice as provided for in this section, Aliant shall make the repairs and restorations under the conditions of this section with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles, and causes beyond Aliant's reasonable control. After any such casualty, U S WEST shall cooperate with Aliant's restoration by removing from the Collocation spaces as promptly as reasonably possible, all of U S WEST's salvageable inventory and movable equipment, furniture, and other property. U S WEST's liability for fees and charges shall resume either upon occupancy by U S WEST or thirty (30) days after written notice from Aliant that the Collocation spaces are restored to a condition comparable to that existing prior to such casualty.

- E. In the event of a catastrophic loss, resulting in damages to the Wire Center and the Collocation spaces, Aliant will inform U S WEST of its plans to rebuild as soon as is practicable and Aliant will restore service to U S WEST as soon as practicable. Where alternative temporary premises are placed in use by Aliant, it will act in good faith and try to permit U S WEST to continue U S WEST's use and business from the collocated space to such alternative, temporary premises.

XI. NOTICES

Any notices required by or concerning this Appendix C shall be sent to the Parties at the addresses shown below :

Aliant Communications Co.
1440 "M" Street
P.O. Box 81309
Lincoln NE 68501-1309
Attn: William J. Ashburn, Wholesale Marketing and Services Manager

Director Interconnection Compliance
1801 California Room 2410
Denver CO 80202

With copy to:
U S WEST Law Department
Attn: Interconnection Attorney
1801 California 51st Floor
Denver CO 80202

Each Party shall inform the other of any changes in the above addresses.

XII. NON-WAIVER OF TERMS AND CONDITIONS

No course of dealing, course of performance or failure to enforce any of term, right, condition, or other provision of this Appendix C shall constitute or be construed as a waiver of any term, right or condition or other provision of this Appendix C.

XIII. DISPUTE RESOLUTION

A. Alternative to Litigation.

Except as expressly permitted or required in connection with the review and approval of the Interconnection Agreement between the Parties out of which this Appendix C arose, the Parties desire to resolve disputes arising out of this

Appendix C without resort to litigation. Accordingly, except for action seeking a temporary restraining order or an injunction relating hereto, or to compel either Party to comply with the dispute resolution procedures set forth in this section, the Parties agree to use the following procedure to resolve any dispute, controversy, or claim arising out of or relating to this Appendix C or its breach.

B. Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix C. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted as evidence in the arbitration or lawsuit.

C. Arbitration.

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to a maximum of any combination of thirty-five (35) (none of which may contain subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one (1) individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within one hundred eighty days of the demand for arbitration. The arbitration shall be held in Lincoln, Nebraska, or in a mutually agreed upon location. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The time intervals specified in this section may be extended

upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

D. Costs.

Each Party shall bear its own costs of these proceedings. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

E. Continued Service.

Unless an immediate danger and risk is posed to the property, personnel, or business of a Party, and the other Party is unwilling or unable to provide reasonably satisfactory protection against such danger and risk, the Parties shall continue providing services to each other during the pending of any dispute resolution procedure, and they shall continue to perform their obligations (including making payments) in accordance with this Appendix C.

XIV. COMPLIANCE WITH LAWS

Notwithstanding anything to the contrary in this Appendix C, U S WEST shall ensure that any and all activities it undertakes pursuant to this Appendix C shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, and (v) all laws, regulations, rules, guidelines, policies, orders, permits, and approvals of any governmental authority relating to environmental matters and/or occupational safety.

XV. FORCE MAJEURE

Except for payment of the collocation fees and other amounts payable under this Appendix C, neither Party shall be liable for any delay or failure in performance of any part of this Appendix C from any cause beyond its reasonable control and without its fault or negligence including, without limitation acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively a "force Majeure Event".) In the event of a labor dispute or strike, the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

XVI. ASSIGNMENT

Neither Party may assign or transfer (whether by operation of law or otherwise) this Appendix C (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Appendix C to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void *ab initio*. Consent to any other assignment or transfer may be withheld where the assignment or transfer does not include a transfer or assignment of the rights and obligations under the said Interconnection Agreement to the same transferee or assignee. Without limiting the generality of the foregoing, this Appendix C shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

XVII. APPLICABLE LAW

This Appendix C, and the rights and obligations contained in it, shall be governed and construed under the laws of the State of Nebraska, and as applicable, the Act.

XVIII. SUBSEQUENT LAW

The terms and conditions of this Appendix C shall be subject to any and all applicable laws, rules, and regulations that subsequently may be effective from federal, state or local governmental authority having jurisdiction. To the extent required by any such subsequently effective law, rule, or regulation the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Appendix C and to bring their practice into compliance with such effective law, rule, or regulation. Should any term of this Appendix C be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Appendix C shall remain in full force and effect.

XIX. HEADINGS

All headings contained in this Appendix C are for convenience only and are not intended to affect the meaning or interpretation of any part of this Appendix C.

XX. ENTIRE APPENDIX

The terms and conditions of this Appendix C must be interpreted and administered consistent with the Interconnection Agreement between the Parties. Except as evidenced by the said Interconnection Agreement and its attached Appendices, including this Appendix C, there are no other understandings or representations, express or implied, not expressly set forth in this Appendix C. This Appendix C shall not be modified or amended except by writing signed by the Party to be charged.

IN WITNESS WHEREOF, the Parties hereto have executed this Appendix C through their authorized representatives.

U S WEST COMMUNICATIONS, Inc.

Aliant Communications Co.

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title:_____

Title:_____

Date:_____

Date:_____

APPENDIX C
COLLOCATION RATES
EXHIBIT I

Common Rate Elements

	Monthly Recurring	Nonrecurring
Quote Preparation Fee		\$2350.00
Fiber Entrance Facility Per Fiber Pair	\$ 3.16	\$1270.00
Cable Splicing, Per Setup		\$ 475.00
Cable Splicing, Per Fiber Spliced		\$ 13.00
48 Volt Power, Per Ampere, Per Month	\$15.35	
48 Volt Power Cable:		
100 Ampere Capacity, Per Foot From Power Board to Collocated Space	\$.45	\$ 142.99
Supervision Labor, Per Half Hour:		
Basic		\$ 26.88
Overtime		\$ 34.56
Premium		\$ 42.22
Cross-Connect:		
DS3	\$45.71	\$ 412.25
DS1	\$15.76	\$ 385.42
DS0, 2 wire	\$ 1.44	\$ 150.00
DS0, 4 wire	\$ 1.82	\$ 323.16

Physical Collocation Rate Elements

	Recurring	Nonrecurring
Floor Space Rental, Per Square Foot	\$ 2.68	
Enclosure Build-out	ICB	ICB

APPENDIX C
COLLOCATION RATES

EXHIBIT I

Virtual Collocation Rate Elements

	Monthly Recurring	Nonrecurring
Maintenance Labor, Per Half Hour:		
Basic		\$23.85
Overtime		\$30.21
Premium		\$36.56
Training Labor, Per Half Hour:		
Basic		\$23.85
Overtime		\$30.21
Premium		\$36.56
Engineering Labor, Per Half Hour:		
Basic		\$26.88
Overtime		\$34.56
Premium		\$42.22
Equipment Bay, Per Shelf, Per Bay	\$5.00	

APPENDIX D

INNERDUCT OCCUPANCY AGREEMENT

This Innerduct Occupancy Agreement (hereinafter referred to as "Appendix D"), made as of this _____ day of _____, 199____, is between U S WEST Communications Inc. ("U S WEST") a Colorado corporation, and Aliant Communications Co. ("Aliant") a Delaware corporation, domesticated in Nebraska.

I. SCOPE

This Appendix D is made in furtherance of an interconnection agreement between the Parties of even date herewith. U S WEST represents to Aliant that U S WEST has a need to occupy, place and maintain communications facilities within Aliant's Innerduct in connection with the provision of Telecommunications Service. Aliant agrees to permit U S WEST to occupy, place, and maintain communications facilities within Aliant's Innerduct as Aliant may allow pursuant to the terms of this Appendix D. Where Aliant owns or controls Innerduct, it will make access available on a nondiscriminatory first come, first served basis.

II. DEFINITIONS

- A. "Conduit" means any reinforced passage or opening in, on, under/over or through the ground capable of containing communications facilities. In general context, Conduit includes any accompanying Manholes.
- B. "Hazardous Materials" means:
 - 1. any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic, or dangerous within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule, or regulation of any governmental body or authority,
 - 2. any substance, material, or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule, or regulation of any governmental body or authority, or
 - 3. any other substance, material, or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal, or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule, or regulation of any governmental body or authority as a dangerous or pollutant substance.

- C. "Innerduct", unless otherwise specified or approved by Aliant (consistent with industry standards), shall mean a single enclosed space typically 1" or 1-1/4" in diameter placed within Conduit and used for housing of communications facilities.
- D. "Make-Ready Work" means all work, including, but not limited to, rearrangement, removal, or transfer of existing facilities, placement, repair, or replacement of Innerduct or Manholes, or any other changes required to accommodate U S WEST's Facilities in an Innerduct.
- E. "Manholes" and "handholes" mean subsurface enclosures which personnel may enter and use for the purpose of installing, operating, and maintaining communications facilities.
- F. "Occupancy Fee" means the fee paid by U S WEST to Aliant assessed per linear foot of Innerduct occupied by U S WEST's Facilities.
- G. "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- H. "U S WEST's Facilities" means all facilities, including, but not limited to, cables, equipment, and associated hardware, owned and utilized by U S WEST which occupy an Innerduct.

III. GRANT OF LICENSE

Aliant grants to U S WEST and U S WEST accepts from Aliant a non-exclusive revocable (but only in accordance herewith) license to occupy, place, and maintain in a designated space in specified Aliant Innerduct located in or near the locations specified in Exhibit 7, U S WEST's Facilities on the terms and conditions set forth herein. U S WEST shall have no further right, title, or other interest in connection with Aliant's Innerduct. No use, however extended, of Aliant Innerduct under this Appendix D shall create or vest in U S WEST any ownership or property rights in said Innerduct. Nothing in this Appendix D shall be construed as affecting the rights or privileges previously conferred by Aliant, by contract or otherwise, on others not parties to this Appendix D, to use any Aliant Innerduct or to occupy any Aliant Innerduct covered by this Appendix D. So long as it does not unreasonably interfere with the rights granted to U S WEST hereby, Aliant shall have the right to grant, renew, or extend privileges to others not parties to this Appendix D to occupy any or all Aliant Innerduct. Aliant grants this license in reliance on the representation of U S WEST that U S WEST intends to provide Telecommunications Service with U S WEST's Facilities covered by this Appendix D.

If U S WEST requests Aliant to replace or modify existing Innerduct to increase its strength or capacity for the sole benefit of U S WEST, U S WEST shall pay Aliant the total replacement cost, Aliant's cost to transfer its Facilities to new Innerduct, as necessary, and the cost for removal (including destruction fees) of the replaced Innerduct, if necessary. Ownership of new Innerduct shall vest in Aliant. To the extent that a modification is incurred for the benefit of multiple parties, U S WEST shall pay a proportionate share of the total cost based on the ratio of the amount of new space occupied by the U S WEST Facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of multiple parties and U S WEST shall be responsible for its share of the modification cost. Where the work includes construction of extra space or strength not requested by U S WEST, such extra space or strength shall be attributed to Aliant or other users/requesters and not U S WEST.

IV. TERM

This Appendix D shall continue in effect until terminated in accordance with the provisions provided in the U S WEST-Aliant Interconnection and Service Resale Agreement.

V. INNERDUCT OCCUPANCY REQUEST ("IOR")

- A. A standard Innerduct Occupancy Inquiry is any inquiry for occupancy of no more than thirty (30) Manholes or three (3) miles of Innerduct. Any request for more than these quantities will be handled on an individual case basis. IORs received by Aliant shall be processed on a first come, first served basis.

Upon execution of this Appendix D, U S WEST shall have the right to begin the three (3) step IOR process. The steps are:

1. Innerduct Occupancy Inquiry. U S WEST shall submit an Innerduct Occupancy Inquiry Form, Exhibit 2 to Aliant, which Exhibit may be revised from time to time by Aliant (so as to better fulfill its information purposes) which shall include a drawing of the proposed route, contact information (name, telephone, facsimile, and email information) and the Innerduct Occupancy Inquiry Fee, as listed in Exhibit 1 of this Appendix D. When this information and the fee are received by Aliant, the inquiry will be researched using Aliant's records to determine if the requested route exists, and if so, the distances, structures, and the number of Manholes on the requested route. This information will be available fifteen (15) business days from the time all the Innerduct Occupancy Inquiry information is received by Aliant. The time for response by Aliant will be extended when multiple standard inquiries are made within fifteen (15) business days of each other so that Aliant has up

to fifteen (15) days per inquiry. In no case will the time frame for these inquiries overlap. Aliant will also provide U S WEST with an estimate of the Innerduct Occupancy Quote Preparation Fee, Exhibit 3, which Exhibit may be revised from time to time by Aliant (so as to better fulfill its information purposes.) The Innerduct Occupancy Quote Preparation Fee (Estimated Engineering Cost) is valid for ninety (90) calendar days. Inquiries for non-standard quantities of Innerduct will be addressed on an individual case basis.

2. Innerduct Occupancy Quote Preparation. If U S WEST desires to determine the actual Innerduct and Manhole capacity of a requested route an Innerduct Occupancy Quote will be prepared upon notice from U S WEST and payment of the estimated Innerduct Occupancy Quote Preparation Fee. Once Aliant receives the Fee from U S WEST, Aliant will report on the Innerduct and Manhole capacity, any required Make-Ready Work, the costs and schedule for such Make-Ready Work, and any other requirements U S WEST must satisfy prior to installing its facilities. Innerduct Occupancy Quotes will be provided within thirty-five (35) business days for standard requests. The total fee is based on the number of Manholes along the requested route. Innerduct Occupancy Quote Preparation requires a field verification of all the Manholes along the requested route. Innerduct Occupancy Quote Preparation for non-standard quantities of Innerduct will be addressed on an individual case basis.

Within thirty (30) calendar days after receiving the Innerduct Occupancy Quote from Aliant, U S WEST shall either (i) pay the estimated make-ready amount to Aliant at least thirty (30) calendar days prior to the date the Make-Ready Work is to begin and pay all the costs incurred to perform the Make-Ready Work, or (ii) cancel the IOR.

3. Innerduct Occupancy Order. Along with the Innerduct Occupancy Quote, upon completion of the work identified in V.A.2 above, Aliant will provide U S WEST an Innerduct Occupancy Order Form, Exhibit 4, which Exhibit may be revised from time to time by Aliant (so as to better fulfill its information purposes) containing estimated make-ready cost (if any), annual recurring charges, and any additional information necessary for U S WEST to proceed with placing its facility in Aliant's Innerduct. If U S WEST desires to occupy the Innerduct, then at any time before the end of the thirty (30) day period during which the Innerduct Occupancy Quote is valid, U S WEST may accept it by signing and returning the Innerduct Occupancy Order to Aliant, along with full payment of the estimated make-ready amount set forth in the Innerduct Occupancy Quote and Innerduct Occupancy Order and Innerduct Make-Ready Work is required, U S WEST shall pay the estimated make-ready

cost prior to Aliant beginning any work. It is understood that Aliant need not begin any work until thirty (30) calendar days after the estimated make-ready amount has been paid to it. Actual costs incurred by Aliant in performing the Make-Ready Work will be applied to the estimated make-ready costs. Any costs in excess of the estimated cost will be billed to U S WEST. Any payment of the estimated costs in excess of actual Innerduct make-ready costs will be returned to U S WEST. If U S WEST does not accept the Innerduct Occupancy Quote and pay the estimated make-ready amount, as set forth above, the IOR shall be deemed automatically cancelled as of the end of the thirty (30) day period during which the Innerduct Occupancy Quote is valid.

The Parties recognize subsequent Innerduct occupiers may benefit from the make-ready efforts paid for by the first occupier, i.e. U S WEST. Therefore U S WEST, and other extant occupiers, will receive a partial refund of the make-ready costs if the subsequent occupiers occupy an Innerduct within five (5) years of the completion of the make-ready effort. Refunds shall be according to the following schedule:

Occupier	Make-Ready Costs	Refund
1 st	100%	None
2 nd	50%	50%
3 rd	33.33%	16.67%
4 th	25%	8.33%

Upon completion of the Make-Ready Work (if any) and Aliant's receipt of payment for the actual Make-Ready Work (if any) Aliant will send U S WEST an Innerduct Ready for Occupancy Notice (IRON), Exhibit 5, which Exhibit may be revised from time to time by Aliant (so as to better fulfill its information purposes). Payment of the Innerduct Occupancy Fee, listed in Exhibit 1 of this Appendix D, allows U S WEST, subject to the terms of this Appendix D, to place and maintain U S WEST Facilities in the Innerduct. U S WEST shall pay the appropriate Innerduct Occupancy Fee at the time the make-ready work is accepted.

U S WEST shall only connect its conduit or Innerduct to Aliant's Innerduct system at Aliant's Manholes. Innerduct shall not be opened at any point between Manholes. All such work of creating an opening in an Aliant Manhole shall be at the expense of U S WEST and shall be performed by Aliant approved personnel. Such approval shall not be unreasonably withheld.

- B. U S WEST agrees to not place power cables or related power equipment in Aliant Innerduct or Manholes. Cable connectors or splicing devices shall not be used by U S WEST in Aliant's Innerducts.
- C. The Parties agree Aliant shall use a two (2) year planning horizon to reserve space for its future use with documented plans.

VI. AUTHORITY TO PLACE U S WEST'S FACILITIES

- A. U S WEST shall have and shall be solely responsible for securing all needed authority to maintain the facilities to be placed in Aliant's Innerduct within the public streets, highways, and other thoroughfares or on private property. U S WEST shall be solely responsible for obtaining all licenses, authorizations, permits, and consents from federal, state, and municipal authorities or private property owners that may be required to place and maintain U S WEST's Facilities in Aliant's Innerduct.
- B. Aliant shall cooperate with U S WEST in connection with securing needed rights, authorities, consents, and approvals, and to the extent lawful, it shall authorize U S WEST to use rights, authorities, consents, and approvals that it has secured, so long as Aliant's rights are not put at risk thereby; provided that any costs incurred by Aliant in connection therewith shall be reimbursed to Aliant.
- C. Unless U S WEST is disputing the action and reasonably pursuing proper relief, consents, reinstatement, or the like, if any right of way, easement, license, authorization, permit, or consent obtained by U S WEST is subsequently revoked or denied so that Aliant's interests are at risk, then U S WEST's permission to occupy such Aliant Innerduct shall terminate immediately and U S WEST shall promptly remove U S WEST's Facilities from the Innerduct in question. Aliant will not exercise its rights hereunder so long as U S WEST provides adequate security or assurance to protect Aliant's interests. Should U S WEST fail to remove U S WEST's Facilities within ninety (90) business days of receiving notice to do so from Aliant, Aliant shall have the option to remove U S WEST's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of U S WEST without Aliant being deemed guilty of trespass or conversion, and without Aliant becoming liable for any loss or damages to U S WEST occasioned thereby. All costs incurred by Aliant to remove U S WEST's Facilities shall be reimbursed to Aliant by U S WEST upon demand by Aliant.
- D. Upon notice from Aliant to U S WEST that the cessation of the use of any portion of Aliant's Innerduct has been ordered or directed by any federal, state, or municipal authority, or private property owner, U S WEST's permission to occupy such Aliant Innerduct shall terminate immediately and U S WEST

promptly shall remove U S WEST's Facilities, consistent with the demands of such governmental authority. Should U S WEST fail to remove U S WEST's Facilities within ninety (90) business days (or such longer period as the government authority might have permitted) of receiving notice to do so from Aliant, Aliant shall have the option to remove U S WEST's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of U S WEST without Aliant being deemed guilty of trespass or conversion, and without Aliant becoming liable for any loss or damages to U S WEST occasioned thereby. All costs incurred by Aliant to remove U S WEST's Facilities shall be reimbursed to Aliant by U S WEST upon demand by Aliant.

VII. PLACEMENT OF U S WEST'S FACILITIES

U S WEST shall, at its sole expense, place and maintain U S WEST's Facilities in Aliant's Innerduct in accordance with (i) such requirements and specifications as Aliant shall from time to time prescribe in writing, which shall be consistent with industry standards, (ii) all rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) then currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety and Health Act. Placement or maintenance of U S WEST Facilities will be performed by U S WEST employees or by Aliant approved personnel. All U S WEST employees will be considered approved personnel. Aliant will provide supervision at U S WEST's expense if Aliant believes it is required. Supervision rates are listed in Appendix C, Exhibit 1

U S WEST's Facilities shall be tagged in each Manhole so as to identify U S WEST as the owner of the facilities. The tags shall be of sufficient size and lettering so as to be easily read.

VIII. FAILURE OF U S WEST TO OCCUPY INNERDUCT SPACE

U S WEST shall have ninety (90) calendar days from the date the IRON is sent to U S WEST to begin the placement of U S WEST's Facilities in the Aliant Innerduct covered by the IRON. If U S WEST has not begun placing U S WEST's Facilities within that ninety (90) calendar day period, U S WEST shall so advise Aliant with a written explanation for the delay. If U S WEST fails to advise Aliant of its delay, with a written explanation therefore, or if U S WEST fails to act in good faith by not making a bona fide effort to begin placing its facilities within the ninety (90) calendar days prescribed by this section, the previously set IRON shall be deemed rescinded by Aliant and U S WEST shall have no further right to place U S WEST's Facilities pursuant to that IRON.

IX. OCCUPANCY FEES

- A. U S WEST shall pay to Aliant an annual Occupancy Fee, as listed in Exhibit 1 of this Appendix D for each linear foot of Innerduct occupied by U S WEST's Facilities.
 - B. Occupancy Fees shall become due and payable on the date an IRON is sent to U S WEST by Aliant for all Aliant Innerducts identified in that IRON on a pro rata basis until the end of the current year and thereafter on an annual basis within thirty (30) business days of the date of a statement from Aliant specifying the fees to be paid. Any payment after thirty (30) business days shall be deemed delinquent. Late payment penalties may be applied to all delinquent payments. Any such late payment penalty shall be the delinquent payment times the late payment factor as listed in Aliant's State Access Tariff.
 - C. Aliant shall maintain an inventory of the total linear footage of Innerduct occupied by U S WEST's Facilities in Aliant's Innerduct based upon the cumulative linear footage per Innerduct from all IRONs approved by Aliant. It shall be U S WEST's sole responsibility to notify Aliant of any and all removals of U S WEST's Facilities from Aliant's Innerduct. Written notice of such removals shall be provided to Aliant at least thirty (30) business days prior to the removal. Each notice of removal shall be in a form specified by Aliant which is shown in Exhibit 6 and which may be revised from time to time by Aliant (so as to better fulfill its informational purposes.) U S WEST shall remain liable for all Occupancy Fees until U S WEST's Facilities have been physically removed from Aliant's Innerduct. Aliant may, at its option, conduct a physical inventory as described in XII. below, of U S WEST's Facilities for purposes of determining the Occupancy Fees to be paid by U S WEST under this section.
- X. MODIFICATIONS, ADDITIONS, OR REPLACEMENTS OF U S WEST'S FACILITIES
- A. U S WEST shall not modify, add to, or replace U S WEST's Facilities in any Aliant Innerduct without first notifying Aliant in writing of the intended modification, addition, or replacement at least thirty (30) business days prior to the date the activity is scheduled to begin. The required notification shall include:
 - 1. the date the activity is scheduled to begin,
 - 2. a description of the planned modification, addition, or replacement,
 - 3. a representation that the modification, addition, or replacement will not require any space other than the space previously designated for U S WEST's Facilities, and

4. a representation that the modification, addition, or replacement will not impair the structural integrity of the Aliant Innerduct involved.
- B. Should Aliant reasonably determine that the modification, addition, or replacement specified by U S WEST in its notice will require more space than that allocated to U S WEST or will require any modification, replacement, or reinforcement of the Aliant Innerduct involved in order to accommodate U S WEST's modification, addition, or replacement, Aliant will so notify U S WEST, whereupon U S WEST shall use the IOR process in compliance with this Appendix D in order to obtain authorization for the modification, addition, or replacement of U S WEST's Facilities.
- C. Access to Aliant's Innerduct for repairs, modifications, additions, or replacements required in emergency situations shall be governed by the provisions of Section XVIII. of this Appendix D.
- D. Should U S WEST request Aliant expand capacity or purchase additional plant, U S WEST agrees to pay all costs of such expansion or addition. If Aliant or another party that has been granted a license joins in the request and will benefit from the expansion or purchase, U S WEST agrees to pay a percentage of all costs proportionate to U S WEST's share of the benefit received from the expansion or purchase.

XI. CHARGES FOR UNAUTHORIZED OCCUPANCY OF ALIANT INNERDUCT

- A. It is agreed that a charge equal to five (5) times the amount of the then current Occupancy Fee shall be paid by U S WEST to Aliant for each unauthorized occupancy of Aliant's Innerduct by U S WEST. Such payment shall be deemed the agreed fee and not a penalty nor damages, but in lieu of other damages. U S WEST also shall pay Aliant an Occupancy Fee for each unauthorized occupancy accruing from the date the unauthorized occupancy first began. In the event that the date the unauthorized occupancy first began can not be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Appendix D or, if no physical inventory has been conducted, the date the first IOR for U S WEST was issued in accordance with this Appendix D. U S WEST also shall pay to Aliant all costs incurred by Aliant to rearrange U S WEST's Facilities that are unauthorized if such rearrangement is required to safeguard Aliant's Facilities or to accommodate the facilities of another party whose facilities would not have required a rearrangement but for the presence of U S WEST's unauthorized facilities. U S WEST also shall pay to Aliant all costs incurred by Aliant to reinforce, replace, or modify any Aliant Innerduct, which reinforcement, replacement, or modification is required as a result of the unauthorized occupancy by U S WEST. The Occupancy Fee referenced in this subsection shall be

determined in the same manner as such a fee would have been determined if the occupancy had been authorized by Aliant.

- B. For purposes of this section, an unauthorized occupancy shall include, but not be limited to:
1. The presence of U S WEST's Facilities in any Aliant Innerduct which Innerduct is not identified in any IOR issued in accordance with this Appendix D;
 2. The presence of U S WEST's Facilities in any Aliant Innerduct that occupies more space than that allocated to U S WEST by Aliant;
 3. U S WEST's Facilities that are not placed in accordance with the provisions of this Appendix D or the appropriate IOR issued pursuant to this Appendix D;
 4. An addition or modification by U S WEST to its pre-existing facilities in any Aliant Innerduct that impairs the structural integrity of that Aliant Innerduct;
 5. The presence of facilities in Aliant's Innerduct placed by U S WEST that are owned or controlled by and for the use of a party other than U S WEST.
- C. Once Aliant has notified U S WEST of an unauthorized attachment, U S WEST can submit an IOR to request an authorized attachment. An IOR submitted per this provision will be treated like any other IOR subject to this Appendix D. U S WEST will be responsible for all fees associated with an IOR (as identified in this Appendix D). If an IOR is not received by Aliant within ten (10) business days of U S WEST's receipt of an unauthorized attachment notification, then U S WEST has sixty (60) business days from the date of its receipt of the initial unauthorized attachment notification to vacate the Innerduct.

XII. SURVEYS AND INSPECTIONS OF U S WEST'S FACILITIES

- A. The total linear footage per Innerduct and exact location of U S WEST's Facilities in Aliant's Innerduct may be determined, at Aliant's discretion, through a survey to be made not more than once per calendar year by Aliant. If it so requests, U S WEST, at its own expense and without interfering with Aliant's work, may participate in the survey. The costs incurred by Aliant to conduct the survey shall be reimbursed to Aliant by U S WEST only if the survey reveals unauthorized attachments or placement of facilities by U S WEST. If the facilities of more than one participating licensee are included

in the same survey, and such licensee(s) are or become obligated to reimburse Aliant, then such contribution shall be based on a reasonable, equitable proportionate share of the costs to be reimbursed to Aliant.

- B. Apart from surveys conducted in accordance with this section, Aliant shall have the right to inspect any facilities of U S WEST in any Aliant Innerduct as conditions may warrant. U S WEST shall reimburse Aliant all costs incurred to conduct its inspection only if U S WEST chooses to participate in the survey or, the survey reveals unauthorized attachments by U S WEST. No joint survey or inspection, or lack thereof, by Aliant shall operate to relieve U S WEST of any responsibility, obligation, or liability assumed under this Appendix D.

XIII. NOTICE OF MODIFICATION OR ALTERATION OF ALIANT INNERDUCTS

- A. In the event Aliant plans to modify or alter any Aliant Innerduct that house U S WEST's Facilities, Aliant shall provide U S WEST notice of the proposed modification or alteration at least sixty (60) calendar days prior to the time the proposed modification or alteration is scheduled to take place. Should U S WEST decide to modify or alter U S WEST's Facilities in the Aliant Innerduct to be modified or altered by Aliant, U S WEST shall so notify Aliant in writing at least sixty (60) calendar days prior to the time the proposed modification or alteration is scheduled to take place. In such event, U S WEST shall bear a proportionate share of the total costs incurred by Aliant to make the Aliant Innerduct accessible. U S WEST's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by U S WEST to the total amount of new space occupied by all of the parties joining in the modification. U S WEST is not responsible for any costs of Aliant's modification or alteration of its Innerduct.
- B. In the event Aliant moves, replaces, or changes the location, alignment, or grade of Aliant's Innerduct ("relocation") for reasons beyond Aliant's control, U S WEST concurrently shall relocate U S WEST's Facilities. U S WEST shall be solely responsible for the costs of the relocation of U S WEST's Facilities.
- C. U S WEST shall have no claim against Aliant for any relocation expenses, unless Aliant is awarded relocation expenses which clearly include costs and expenses which U S WEST is obligated to pay, and has paid, hereunder U S WEST shall have no claim against Aliant for any part of any award that may be made for such taking, or any loss of business from full or partial interruption or interference due to any relocation. If such taking render U S WEST Facilities unneeded, Aliant shall notify U S WEST of such termination and identify the schedule by which U S WEST shall proceed to have such unneeded U S WEST Facilities removed.

XIV. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS APPENDIX D, ALIANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- B. IN NO EVENT SHALL ALIANT BE LIABLE TO U S WEST FOR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND LOST PROFITS) ARISING OUT OF THIS APPENDIX C OR ANY OBLIGATION ARISING HEREUNDER, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE.

XV. DEFAULT AND REMEDIES

- A. If either Party defaults in the payment of any amount due hereunder, or if a Party becomes insolvent or bankruptcy or receivership proceedings are initiated by or against a Party, or if either Party violates any material provision of this Appendix D, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. The failure of either Party to enforce any of the provisions of this Appendix D or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.
- B. Aliant does not intend that U S WEST be deemed authorized to take action that would result in the filing of any tax or mechanic's lien against any Aliant Innerduct. The filing of any tax or mechanic's lien against Aliant's Innerduct, due to the act or omission of U S WEST which is not bonded or discharged within thirty (30) days of the date U S WEST receives notice that such lien has been filed shall be deemed a default hereunder.
- C. U S WEST shall not knowingly use or maintain its Innerduct in violation of any law or regulation, or in aid of any unlawful act or undertaking, and the violation hereof shall be a default.
- D. Where necessary and commercially reasonable in order to protect its rights and interest in Aliant's Innerduct, Aliant may perform, on behalf and at the expense of U S WEST, any obligation of U S WEST under this Appendix D which U S WEST has failed to perform and of which Aliant shall have given U S WEST notice, the cost of which performance shall be paid by U S WEST to Aliant upon demand;

- E. Aliant shall have and may exercise all of the remedies set forth in this Appendix D, consistent with the Dispute Resolution provisions hereof. Without limiting the foregoing, it is agreed by the Parties that Aliant shall possess the following remedies:
1. To terminate this Appendix D by giving sixty (60) business days written notice of such termination to U S WEST, and to remove and store U S WEST's Facilities in a public warehouse or elsewhere at the expense of and for the account of U S WEST without Aliant being deemed guilty of trespass or conversion, and without Aliant becoming liable for any loss or damages to U S WEST occasioned thereby;
 2. To recover from U S WEST the costs and expenses incurred by Aliant (including, without limitation, reasonable attorneys' fees) in enforcing this Appendix D upon demand by Aliant;
 3. Upon termination of this Appendix D by Aliant, U S WEST shall remain liable to Aliant for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees, and expenses incurred by Aliant in pursuit of its remedies hereunder and the Innerduct fees incurred through the end of the calendar year in which termination occurs; and
 4. All rights and remedies of Aliant set forth in this Appendix shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed.

XVI. INDEMNIFICATION

- A. With respect to third party claims, each of the Parties agrees to release, indemnify, defend, and hold harmless the other Party and each of its officers, directors, employees, and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of applicable law, or status of its employees, agents, and subcontractors; or for failure to perform under this Agreement, regardless of the form of action. The Parties shall make their respective best efforts to secure waivers of subrogation from their respective insurance carriers, since this indemnity provision is not intended to benefit such insurance carriers.

- B. The indemnification provided herein shall be conditioned upon:
1. The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.
 2. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.
 3. In no event shall the indemnifying Party settle or consent to a judgment pertaining to any such action without the prior written consent of the indemnified Party.
- C. It is understood that U S WEST is responsible for and shall compensate Aliant for the actual loss, damage, or destruction of Aliant's property where such loss, damage, or destruction is due to act or neglect of U S WEST in and about Aliant's Innerduct, whether done by U S WEST or its agents, contractors, or subcontractors.
- D. Without limiting the foregoing, U S WEST shall be responsible for, and shall indemnify and hold harmless Aliant, its agents, officers, employees, and assigns from and against any claims, liabilities, losses, damages, fines, penalties, and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of
1. any discharge of hazardous waste resulting from acts or omissions of U S WEST;
 2. acts or omissions of U S WEST, its agents, employees, contractors, or representatives in connection with any cleanup required by law, or
 3. failure of U S WEST to comply with Environmental, Safety and Health Laws.
- E. U S WEST shall indemnify, protect, and hold harmless Aliant from and against any and all claims for libel and slander, copyright, and/or patent infringement arising directly or indirectly by reason of installation of U S WEST's equipment in Aliant's cable ducts pursuant to this Appendix D.

XVII. INSURANCE REQUIREMENTS

A. General. The following insurance requirements apply only to the extent that U S WEST actually has facilities within Aliant's Innerduct.

1. U S WEST shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this section underwritten by insurance companies licensed to do business in the state where U S WEST has facilities within Aliant's Innerduct, and U S WEST's insurance company's rating need not be higher than what Aliant requires of its own underwriters. So long as U S WEST has assets that equal or exceed ten billion dollars (\$10,000,000,000.00) all or any portion of the insurance required may be effected by a plan of self-insurance. As appropriate Aliant shall be named as an additional insured and/or as a loss payee on all applicable policies.

B. Types of Coverage and Limits

1. Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than \$5 million combined single limit per occurrence, naming Aliant as an additional insured. The insurance shall also contain coverage for bodily injury and property damage, with a policy aggregate of \$5 million. Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements.
2. Umbrella/excess liability coverage in an amount of \$5 million excess of coverage specified in Section XVII.B.1 preceding.
3. All risk property coverage on a full replacement cost basis insuring all of U S WEST's personal property situated on or within Aliant location(s). U S WEST may also elect to purchase business interruption or contingent business interruption insurance, knowing that Aliant has no liability for loss of profit or revenues should an interruption of service occur.
4. Workers Compensation coverage including employers liability coverage which complies with any Workers' Compensation or similar law where any work is performed in any way connected with the provision of physical collocation. U S WEST shall provide Aliant with the proper certification from the State of Nebraska approving self-insurance for Workers' Compensation.
5. U S WEST may purchase and secure such other and further insurance coverage as it may deem prudent, and the Parties shall cooperate with

each other and their respective insurance providers to review and coordinate such insurance coverage so as to avoid unneeded or duplicative coverage.

C. Other Insurance Requirements

1. As appropriate all policies purchased by U S WEST shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Aliant.
2. All insurance shall be in effect on or before the occupancy date and shall remain in force as long as U S WEST has facilities in Aliant's Innerduct.
3. U S WEST shall submit standard certificates of insurance reflecting the coverages specified in this Appendix D prior to occupancy or prior to the commencement of any work permitted in this Appendix D if during the construction period U S WEST has access to Aliant's premises either directly or through its contractors. U S WEST shall arrange for Aliant to receive thirty (30) days advance notice of cancellation from U S WEST's insurance company.
4. Failure to comply with the material provisions of this section may be deemed default hereunder.
5. Should there be a liability claim that is common to both Aliant and U S WEST, the Parties shall cooperate to handle the claim in an efficient, fair manner.
6. The Parties shall use their best efforts to secure from all of their respective carriers a waiver of subrogation with respect to each other. Waivers of subrogation shall be mutual, so if one Party is unable to reasonably secure such a waiver of subrogation, the other Party need not secure such a waiver.
7. U S WEST shall promptly advise Aliant in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of U S WEST's Facilities.

XVIII. EMERGENCY RESTORATION PROCEDURES

- A. In the event of an emergency, restoration procedures may be affected by the presence of U S WEST's Facilities in Aliant's Innerduct. While Aliant shall not be responsible for the repair of U S WEST's Facilities that are damaged (except by mutual written agreement), Aliant shall nonetheless control access

to its Innerduct and Manholes if the restoration is to be achieved in an orderly fashion.

1. Where Aliant and U S WEST are involved in emergency restorations, access to Aliant's Innerduct will be controlled by Aliant's Network Construction Managers or their on-site representative according to the following guidelines:

- a. Service Disruptions/Outages

- (i) While exercising its right to first access, Aliant shall make all reasonable efforts to grant access to as many other entities with facilities in Aliant's Innerduct as is reasonably safe.
 - (ii) In the event of any service outage affecting both Aliant and U S WEST, repairs shall be effectuated on a priority basis as established by local, state, or federal requirements, or where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected Innerduct.

- b. Service Affecting Emergencies

- (i) While exercising its right to first access, Aliant shall make all reasonable efforts to grant access to as many other entities with facilities in Aliant's Innerduct as is determined by Aliant to be reasonably safe.
 - (ii) Where Aliant is unable to grant simultaneous access to all other entities with facilities in Aliant's Innerduct, access will be granted according to the level of damage to the facilities of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

- B. Without limiting any other indemnification or hold harmless provisions of this Appendix D so long as made in good faith, U S WEST agrees that any decision by Aliant regarding access to U S WEST's Facilities, or any action or failure to act by Aliant under this section shall not constitute a basis for any claim by U S WEST against Aliant for any damage to U S WEST's Facilities or disruption of U S WEST's services, or any other direct or indirect damages of any kind whatsoever incurred by U S WEST.

XIX. DAMAGE SUSPECTED TO U S WEST'S FACILITIES ONLY

- A. In the event U S WEST receives information that U S WEST's Facilities are damaged, U S WEST shall notify Aliant's Service Assurance Center of said damage at (402) 436-4323. This is a 24-hour, 7 days per week notification number. U S WEST shall provide Aliant all information known to U S WEST regarding the damage to U S WEST's Facilities.
- B. In the event Aliant receives notice that U S WEST's Facilities are damaged, Aliant will notify U S WEST of said damage by telephone at the U S WEST's emergency telephone number. Aliant shall provide U S WEST all information known to it regarding the damage to U S WEST's Facilities. The Parties shall exchange contact numbers.
- C. After the giving of such notice by either U S WEST or Aliant, U S WEST shall be authorized to perform emergency restoration maintenance activities in connection with U S WEST's Facilities, subject to the provisions of this Appendix D.
- D. Without limiting any other indemnification or hold harmless provisions of this Appendix D so long as made in good faith, U S WEST agrees that any decision by Aliant regarding access to U S WEST's Facilities, or any action or failure to act by Aliant, under this section shall not be the basis for any claim by U S WEST against Aliant for any damage to U S WEST's Facilities or disruption of U S WEST's services, or any other direct or indirect damages of any kind whatsoever incurred by U S WEST and U S WEST shall indemnify and hold Aliant harmless from any such claim.

XX. ACCESS TO ALIANT'S MANHOLES/HANDHOLES

Aliant's Manholes shall be opened only as permitted by Aliant and only after U S WEST has obtained all necessary authorizations from appropriate authorities to open Manholes and conduct work operations therein. Aliant shall have the right to have an Aliant employee or agent present at any site at which its Manholes are being opened. Such Aliant employee or agent shall have the authority to suspend U S WEST's work operations in and around Aliant's Manholes if said employee or agent has a good faith belief that any hazardous conditions arise or any unsafe practices are being followed by U S WEST's employees, agents, or contractors. U S WEST agrees to reimburse Aliant the cost of having Aliant's employee or agent present. Such supervision charge is listed in Exhibit 1 of this Appendix D. The presence of Aliant's authorized employee or agent shall not relieve U S WEST of its responsibility to conduct all of its work operations in and around Aliant's Innerduct in a safe and workman like manner, in accordance with the terms of this Appendix D.

XXI. ABANDONMENT

Nothing in this Appendix D shall prevent or be construed to prevent Aliant from abandoning, selling, assigning, or otherwise disposing of any Aliant Innerduct or other Aliant property used in connection with U S WEST's Facilities; provided, however, that Aliant shall condition any such sale, assignment, or other disposition subject to the rights granted to U S WEST pursuant to this Appendix D. Aliant shall promptly notify U S WEST of any proposed sale, assignment, or other disposition of any Aliant Innerduct or other Aliant property used in connection with U S WEST's Facilities.

XXII. NOTICES

Any notices required by or concerning this Appendix D shall be sent to the Parties at the addresses shown below:

Aliant Communications Co.
1440 "M" Street
P.O. Box 81309
Lincoln NE 68501-1309
Attn: William J. Ashburn, Wholesale Marketing and Services Manager

Director Interconnection Compliance
1801 California Room 2410
Denver CO 80202

With copy to:
U S WEST Law Department
Attn: Interconnection Attorney
1801 California 51st Floor
Denver CO 80202

Each Party shall inform the other of any changes in the above addresses.

XXIII. NON-WAIVER OF TERMS AND CONDITIONS

No course of dealing, course of performance, or failure to enforce any of term, right, condition, or other provision of this Appendix D shall constitute or be construed as a waiver of any term, right, or condition or other provision of this Appendix D.

XXIV. DISPUTE RESOLUTION

A. Alternative to Litigation.

Except as expressly permitted or required in connection with the review and approval of the Interconnection Agreement between the Parties out of which this Appendix D arose, the Parties desire to resolve disputes arising out of this

Appendix D without resort to litigation. Accordingly, except for action seeking a temporary restraining order or an injunction relating hereto, or to compel either Party to comply with the dispute resolution procedures set forth in this section, the Parties agree to use the following procedure to resolve any dispute, controversy, or claim arising out of or relating to this Appendix D or its breach.

B. Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix D. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted as evidence in the arbitration or lawsuit.

C. Arbitration.

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to a maximum of any combination of thirty-five (35) (none of which may contain subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one (1) individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within one hundred eighty days of the demand for arbitration. The arbitration shall be held in Lincoln, Nebraska, or in a mutually agreed upon location. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The time intervals specified in this section may be extended

upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

D. Costs.

Each Party shall bear its own costs of these proceedings. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

E. Continued Service.

Unless an immediate danger and risk is posed to the property, personnel, or business of a Party, and the other Party is unwilling or unable to provide reasonably satisfactory protection against such danger and risk, the Parties shall continue providing services to each other during the pending of any dispute resolution procedure, and they shall continue to perform their obligations (including making payments) in accordance with this Appendix D.

XXV. COMPLIANCE WITH LAWS

Notwithstanding anything to the contrary in this Appendix D, U S WEST shall ensure that any and all activities it undertakes pursuant to this Appendix D shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, and (v) all laws, regulations, rules, guidelines, policies, orders, permits, and approvals of any governmental authority relating to environmental matters and/or occupational safety.

XXVI. FORCE MAJEURE

Except for payment of the Occupancy Fees and other amounts payable under this Appendix D, neither Party shall be liable for any delay or failure in performance of any part of this Appendix C from any cause beyond its reasonable control and without its fault or negligence including, without limitation acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively a "force Majeure Event".) In the event of a labor dispute or strike, the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

XXVII. ASSIGNMENT

- A. Neither Party may assign or transfer (whether by operation of law or otherwise) this Appendix D (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Appendix D to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void *ab initio*. Consent to any other assignment or transfer may be withheld where the assignment or transfer does not include a transfer or assignment of the rights and obligations under the said Interconnection Agreement to the same transferee or assignee. Without limiting the generality of the foregoing, this Appendix D shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

XXVIII. APPLICABLE LAW

This Appendix D, and the rights and obligations contained in it, shall be governed and construed under the laws of the State of Nebraska, and as applicable, the Act.

XXIX. SUBSEQUENT LAW

The terms and conditions of this Appendix D shall be subject to any and all applicable laws, rules, and regulations that subsequently may be effective from federal, state, or local governmental authority having jurisdiction. To the extent required by any such subsequently effective law, rule, or regulation the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Appendix D and to bring their practice into compliance with such effective law, rule, or regulation. Should any term of this Appendix D be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Appendix D shall remain in full force and effect.

XXX. HEADINGS

All headings contained in this Appendix D are for convenience only and are not intended to affect the meaning or interpretation of any part of this Appendix D.

XXXI. ENTIRE AGREEMENT

The terms and conditions of this Appendix D must be interpreted and administered consistent with the Interconnection Agreement between the Parties. Except as evidenced by the said Interconnection Agreement and its attached Appendices, including this Appendix D, there are no other understandings or representations, express or implied, not expressly set forth in this Appendix D. This Appendix D shall not be modified or amended except by a writing signed by the Party to be charged.

IN WITNESS WHEREOF, the Parties hereto have executed this Appendix D through their authorized representatives.

U S WEST Communications, Inc.

Aliant Communications Co.

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title _____

Title _____

Date _____

Date _____

APPENDIX D

INNERDUCT OCCUPANCY RATES

EXHIBIT I

Innerduct Occupancy Inquiry Fee, Per Report, Nonrefundable	\$ 30.00
Innerduct Occupancy Inquiry Fee, Per Mile, Nonrefundable	\$150.00
Innerduct Occupancy Quote Preparation Fee, Per Manhole	\$425.00
Innerduct Make-Ready Work	ICB
Occupancy Fee, Per Linear Foot of Innerduct, Per Year	\$ 2.32
Unauthorized Occupancy Fee, Per Linear Foot of Innerduct, Per Year	\$ 11.60

APPENDIX D

EXHIBIT "2"

INNERDUCT OCCUPANCY INQUIRY FORM

APPLICATION

Aliant Communications Co.
1440 "M" Street
PO Box 81309
Lincoln, NE 68501-1309
Attn: William J. Ashburn, Wholesale Marketing and Services Manager

In accordance with the terms and conditions of the Agreement between our respective companies dated _____, application is hereby made for permission to place telecommunications facilities within Innerduct in _____, Nebraska, at the locations shown on the attached sketch identified as _____.

A non-refundable fee of \$_____, based upon rates outlined in Exhibit "1" is included to cover Aliant's expenses associated with performing an internal record review.

Company Name: _____
Address: _____

Contact Name: _____
Contact Number: _____
Contact FAX Number: _____
Contact e-mail: _____

By: _____

Signature

Name typed or printed

Title: _____

Date: _____

APPENDIX D

EXHIBIT "3"

INNERDUCT OCCUPANCY QUOTE

Inspection:

Administrative and engineering costs to inspect the proposed Innerduct occupation locations as identified in the Innerduct Occupancy Form are as follows:

Estimated Engineering Cost - \$ _____

Additional Requirements of U S WEST: _____

Estimated interval for completion of Innerduct Occupancy Quote: _____ Business days

Charges:

Please remit a check in the amount of \$_____ if U S WEST wishes to proceed with the Innerduct Occupancy Quote Preparation.

Aliant Communications Co.

By: _____

Title: _____

Date: _____

ACCEPTED

U S WEST

By: _____
Signature

Name typed or printed

Title: _____

Date: _____

APPENDIX D
EXHIBIT "4"
INNERDUCT OCCUPANCY ORDER

Make-Ready Work:

Make-Ready Work required: ☐ Yes ☐ No

If "Yes" estimated Make-ready cost: \$ _____

Estimated completion date of Make-Ready Work: _____

The attached drawing is hereby incorporated into this Order detailing the Innerduct (including any Make-Ready Work if required).

Pro Rata Share of Annual Innerduct Occupancy Fee:

Annual Charge X Quantity X pro rata share of year = Total Annual Charge

Per foot of

Innerduct Occupied: \$ _____ X _____ X _____ = \$ _____

Charges:

If U S WEST wishes to proceed with the installation, please remit a check for Make-Ready Work and pro rata annual attachment fee in the amount of \$ _____. This Innerduct will be assigned on a first come, first served basis.

Aliant Communications Co.

By: _____

Title: _____

Date: _____

ACCEPTED

U S WEST

By: _____

Signature

Name typed or printed

Title: _____

Date: _____

APPENDIX D

EXHIBIT "5"

INNERDUCT READY FOR OCCUPANCY NOTICE (IRON)

Permission is hereby granted U S WEST to occupy Innerduct at the locations shown on the sketch attached to the Innerduct Occupancy Order, or as same may have been changed by the undersigned.

Inventory of Innerduct Used by U S WEST

	<u>Pervious Balance</u>	<u>Added By this Permit</u>	<u>New Balance</u>
Innerduct:	_____	_____	_____

Aliant Communications Co.

By: _____

Title: _____

Date: _____

Agreement ID: _____
Permit Number: _____

APPENDIX D

EXHIBIT "6"

NOTICE OF REMOVAL OF ATTACHMENTS

Date: _____

Aliant Communications Co.
1440 "M" Street
PO Box 81309
Lincoln, NE 68501-1309
Attn: William J. Ashburn, Wholesale Marketing and Services Manager

In accordance with the terms and conditions of the Agreement between our respective companies dated _____, you are hereby notified of our removal of attachments from your Innerduct in _____, Nebraska, as shown on the attached sketch identified as _____.

U S WEST

By: _____
Signature

Name typed or printed

Title: _____

Previous
Balance

Removed by
this Notice

New
Balance

Innerduct:

Receipt of Notice Acknowledged:
Aliant Communications Co.

By: _____

Title: _____

Date: _____

Agreement ID: _____
Permit Number: _____

APPENDIX D

EXHIBIT "7"

INNERDUCT ATTACHMENT

Aliant shall grant permission to U S WEST to make attachment(s) to the following exchanges (cities, towns) specified below:

[illegible]

APPENDIX E

POLE ATTACHMENT AGREEMENT

This Pole Attachment Agreement (hereinafter referred to as "Appendix E"), made as of this _____ day of _____, 199____, is between U S WEST Communications Inc. ("U S WEST") a Colorado corporation, and Aliant Communications Co. ("Aliant") a Delaware corporation, domesticated in Nebraska.

I. SCOPE

This Appendix E is made in furtherance of an interconnection agreement between the Parties of even date herewith. U S WEST represents to Aliant that U S WEST has a need to occupy, place and maintain Attachments on Aliant's Poles for the purpose of providing Telecommunications Services. Aliant agrees to permit U S WEST to occupy, place, and maintain its Attachments on such Aliant Poles as Aliant may allow pursuant to the terms of this Appendix E. Where Aliant owns or controls facilities it will make access available on a nondiscriminatory first come, first served basis.

II. DEFINITIONS

- A. "Aliant's Poles" or "Aliant Pole(s)" means a Pole or Poles solely owned by Aliant, jointly owned by Aliant and another entity, and space on Poles obtained by Aliant through arrangements with the owner(s) thereof.
- B. "Attachments" means the cable and equipment reasonably required by U S WEST to provide its Telecommunications Services that is placed on Aliant's Poles.
- C. "Attachment Fee" means the fee assessed per Attachment per Pole and paid annually by U S WEST to place Attachments on Aliant's Poles.
- D. "Hazardous Materials" means:
 - 1. any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority,
 - 2. any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or

3. any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority as a dangerous or pollutant substance.
- E. “Make-Ready Work” means all work, including, but not limited to, rearrangement, removal, or transfer of existing attachments, placement, repair, or replacement of Poles, or any other changes required to accommodate the U S WEST’s Attachments on a Pole.
- F. “Pole Attachment Request” or “PAR” means a written request from U S WEST to attach its facilities to Aliant’s Poles, submitted in accordance with Section V. of this Appendix E. For Agreements in effect prior to the date the Parties executed this Appendix E, the term PAR shall be deemed to include Pole attachment requests made by letter or similar document.
- G. “Telecommunications Services” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

III. GRANT OF LICENSE

Aliant grants to U S WEST and U S WEST accepts from Aliant a non-exclusive revocable (but only in accordance herewith) license to occupy, place, and maintain in a designated space on specified Aliant Poles located in or near the locations specified in Exhibit 10, U S WEST’s Attachments on the terms and conditions set forth herein. U S WEST shall have no further right, title, or other interest in connection with Aliant’s Poles. No use, however extended, of Aliant Poles under this Appendix E shall create or vest in U S WEST any ownership or property rights in said Poles. Nothing in this Appendix E shall be construed as affecting the rights or privileges previously conferred by Aliant, by contract or otherwise, on others not parties to this Appendix E, to use any Aliant Poles or to place Attachments on any Aliant Poles covered by this Appendix E. So long as it does not unreasonably interfere with the rights granted to U S WEST hereby, Aliant shall have the right to grant, renew, or extend privileges to others not parties to this Appendix E to occupy, place, or maintain Attachments on or otherwise use any or all Aliant Poles. Aliant grants this license in reliance on the representation of U S WEST that U S WEST intends to provide Telecommunications Services with the Attachments covered by this Appendix E.

If U S WEST requests Aliant to replace or modify existing Poles to increase its strength or capacity for the sole benefit of U S WEST, U S WEST shall pay Aliant the total replacement cost, Aliant’s cost to transfer its attachments to new Poles, as necessary, and the cost for removal (including destruction fees) of the replaced Poles, if necessary. Ownership of new Poles shall vest in Aliant. To the extent that a

modification is incurred for the benefit of multiple parties, U S WEST shall pay a proportionate share of the total cost based on the ratio of the amount of new space occupied by the U S WEST Attachments to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles into compliance with applicable safety or other requirements shall be deemed to be for the benefit of multiple parties and U S WEST shall be responsible for its share of the modification cost. Where the work includes construction of extra space or strength not requested by U S WEST, such extra space or strength shall be attributed to Aliant or other users/requesters and not U S WEST.

IV. TERM

This Appendix E shall continue in effect until terminated in accordance with the provisions provided in the U S WEST-Aliant Interconnection and Service Resale Agreement.

V. POLE ATTACHMENT REQUEST (PAR)

- A. A standard Pole Attachment Inquiry is any inquiry for Attachment to no more than one hundred (100) poles. Any request for more than this quantity will be handled on an individual case basis. PARs received by Aliant shall be processed on a first come, first served basis.

Upon execution of this Appendix E, U S WEST shall have the right to begin the three (3) step PAR process. The steps are:

1. Pole Attachment Inquiry. U S WEST shall submit a Pole Attachment Inquiry Form, Exhibit 2, to Aliant which Exhibit may be revised from time to time by Aliant (so as to better fulfill its information purposes) which will include a drawing of the proposed route and contact information (name, telephone, facsimile, and email information), and the Pole Attachment Inquiry Fee, as listed in Exhibit 1, which may be changed from time to time by Aliant to remain consistent with prevailing costs, of this Appendix E. When this information and the fee are received by Aliant, the inquiry will be researched using Aliant's records to determine if the requested route exists, and if so, the ownership, and the number of poles on the requested route. This information will be available fifteen (15) business days from the time the Pole Attachment Inquiry is received by Aliant. The time for response by Aliant will be extended when multiple standard inquiries are made within fifteen (15) business days of each other so that Aliant has up to fifteen (15) days per inquiry. In no case will the time frame for these inquiries overlap. Aliant will also provide U S WEST with an estimate of the Pole Attachment Quote Preparation Fee as outlined in Exhibit 3, which Exhibit may be revised from time to time by Aliant (so as to better fulfill its information

purposes.) The Pole Attachment Quote Preparation Fee (Estimated Engineering Costs) is valid for ninety (90) calendar days. Inquiries for non-standard quantities of Poles will be addressed on an individual case basis.

2. Pole Attachment Quote Preparation. If U S WEST desires to determine the attachment information for the actual Poles along a requested route a Pole Attachment Quote will be prepared upon notice from U S WEST along with the U S WEST specific information about the position on the poles where the proposed cable(s) and/or equipment will be attached relative to ground clearance, location and separation of existing facilities in the communication space, clearance from any power, the weight of the attachment(s), description of equipment, the number and diameter of cable(s) to be attached, whether the cable will be overlashed to a presently attached cable, and payment of the Pole Attachment Quote Preparation Fee. Once Aliant receives the aforementioned specific attachment information and the fee from U S WEST, Aliant will report on the Poles along the route, any required Make-Ready Work, the costs and schedule for such Make-Ready Work, and any other requirements U S WEST must satisfy prior to installing its facilities. Pole Attachment Quotes will be provided within thirty-five (35) business days for standard requests. The total fee is based on the number of poles along the requested route. Preparation of a Pole Attachment Quote requires a field verification of all the poles along the requested route. Non-standard quantities of Pole Attachment will be addressed on an individual case basis.

Within thirty (30) calendar days after receiving the Pole Attachment Quote from Aliant, U S WEST shall either (i) pay the estimated make-ready amount to Aliant at least thirty (30) calendar days prior to the date the Make-Ready Work is to begin and pay all the costs incurred to perform the Make-Ready Work, or (ii) cancel the PAR.

3. Pole Attachment Order. Along with the Pole Attachment Quote, upon completion of the work identified in V.A.2 above, Aliant will provide U S WEST a Pole Order form, Exhibit 4, which Exhibit may be revised from time to time by Aliant (so as to better fulfill its information purposes) containing estimated make-ready cost (if any), annual recurring charges and any additional information necessary for U S WEST to proceed with attaching its facilities to Aliant Poles. If U S WEST desires to attach to Aliant Poles, then at any time before the end of the thirty (30) day period during which the Pole Attachment Quote is valid, U S WEST may accept it by signing and returning the Pole Order form to

Aliant, along with full payment of the estimated make-ready amount set forth in the Pole Attachment Quote and Pole Order form. U S WEST shall pay the estimated make-ready cost prior to Aliant beginning any work. Actual costs incurred by Aliant in performing the Make-Ready Work will be applied to the estimated make-ready costs. Any costs in excess of the estimated cost will be billed to U S WEST. Any payment of the estimated costs in excess of actual Pole Attachment make-ready costs will be returned to U S WEST. If U S WEST does not accept the Pole Attachment Quote and pay the estimated make-ready amount, as set forth above, the PAR shall be deemed automatically cancelled as of the end of the thirty (30) day period during which the Pole Attachment Quote is valid.

Upon completion of the Make-Ready Work (if any) and Aliant's receipt of payment for the actual Make-Ready Work (if any) Aliant will send U S WEST a Pole Attachment Ready for Occupancy Notice (PARON), Exhibit 5 of this Appendix E, which Exhibit may be revised from time to time by Aliant so as to better fulfill its information purposes.) Payment of the Pole Attachment Fee, listed in Exhibit 1 of this Appendix E, allows U S WEST, subject to the terms of this Appendix E, to attach U S WEST facilities to Aliant's Poles. U S WEST shall pay the appropriate Pole Attachment Fee at the time the make-ready work is accepted.

- B. The Parties agree Aliant shall use a two (2) year planning horizon to reserve space for its future use with documented plans.

VI. AUTHORITY TO PLACE ATTACHMENTS

- A. U S WEST shall have and shall be solely responsible for securing all needed authority to maintain the facilities to be placed on Aliant's Poles within the public streets, highways, and other thoroughfares or on private property. U S WEST shall be solely responsible for obtaining all licenses, authorizations, permits, and consents from federal, state, and municipal authorities or private property owners that may be required to place and maintain U S WEST's Attachments on Aliant's Poles.
- B. Aliant shall cooperate with U S WEST in connection with securing needed rights, authorities, consents, and approvals, and to the extent lawful, it shall authorize U S WEST to use rights, authorities, consents, and approvals that it has secured, so long as Aliant's rights are not put at risk thereby; provided that any costs incurred by Aliant in connection therewith shall be reimbursed to Aliant.

- C. Unless U S WEST is disputing the action and reasonably pursuing proper relief, consents, reinstatement, or the like, if any right of way, easement, license, authorization, permit, or consent obtained by U S WEST is subsequently revoked or denied so that Aliant's interests are at risk, then U S WEST's permission to attach to such Aliant Poles shall terminate immediately and U S WEST shall promptly remove its Attachments from the Poles in question. Aliant will not exercise its rights hereunder so long as U S WEST provides adequate security or assurance to protect Aliant's interests. Should U S WEST fail to remove its Attachments within ninety (90) business days of receiving notice to do so from Aliant, Aliant shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of U S WEST without Aliant being deemed guilty of trespass or conversion, and without Aliant becoming liable for any loss or damages to U S WEST occasioned thereby. All costs incurred by Aliant to remove U S WEST's Attachments shall be reimbursed to Aliant by U S WEST upon demand by Aliant.
- D. Upon notice from Aliant to U S WEST that the cessation of the use of any one or more of Aliant's Poles is necessary for reasons of safety or has been requested or directed by any federal, state, or municipal authority, or private property owner, permission to attach to such Pole or Poles shall terminate immediately and U S WEST promptly shall remove its Attachments, consistent with the demands of such governmental authority. Should U S WEST fail to remove its Attachments within ninety (90) business days (or such longer period as the government authority might have permitted) of receiving notice to do so from Aliant, Aliant shall have the option to remove all such Attachments and store U S WEST's attached facilities in a public warehouse or elsewhere at the expense of and for the account of U S WEST without Aliant being deemed guilty of trespass or conversion, and without Aliant becoming liable for any loss or damages to U S WEST occasioned thereby. All costs incurred by Aliant to remove U S WEST's Attachments shall be reimbursed to Aliant by U S WEST upon demand by Aliant.

VII. PLACEMENT OF ATTACHMENTS

U S WEST shall, at its own expense, place and maintain and replace its Attachments on Aliant's Poles in accordance with (i) such requirements and specifications as Aliant shall from time to time prescribe in writing, which shall be consistent with industry standards, (ii) in compliance with any rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) then currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety and Health Act. Placement or maintenance of U S WEST Facilities shall be performed by U S WEST employees or by Aliant approved personnel. All U S WEST employees shall be considered approved personnel. U S WEST agrees to comply, at its sole risk

and expense, with all specifications included in Exhibits 7 through 9 hereto, as may be revised from time to time by Aliant. Aliant will provide supervision at U S WEST's expense if Aliant believes it is required. Supervision rates are listed in Appendix C, Exhibit 1.

U S WEST's Facilities shall be tagged at maximum intervals of 300 feet so as to identify U S WEST as the owner of the Facilities. The tags shall be of sufficient size and lettering so as to be easily read from ground level.

VIII. FAILURE OF U S WEST TO PLACE ATTACHMENTS

U S WEST shall have ninety (90) calendar days from the date the PARON is sent to U S WEST to begin the placement of its Attachments on the Aliant Poles covered by the PARON. If U S WEST has not begun placing its Attachments within that ninety (90) calendar day period, U S WEST shall so advise Aliant with a written explanation for the delay. If U S WEST fails to advise Aliant of its delay, with a written explanation therefore, or if U S WEST fails to act in good faith by not making a bona fide effort to begin placing its Attachments within the ninety (90) calendar days prescribed by this section, the previously issued PARON shall be deemed rescinded by Aliant and U S WEST shall have no further right to place Attachments pursuant to that PARON.

IX. ATTACHMENT FEES

- A. U S WEST shall pay to Aliant an annual Attachment Fee, as specified in Exhibit 1 of this Appendix E, for each Attachment to an Aliant Pole upon which U S WEST obtains authorization.
- B. Attachment Fees shall become due and payable on the date a PARON is issued by Aliant for all Aliant Poles identified in that PARON on a pro rata basis until the end of the current year and thereafter on an annual basis within thirty (30) business days of the date of a statement from Aliant specifying the fees to be paid. Any payment after thirty (30) business days shall be deemed delinquent. Late payment penalties may be applied to all delinquent payments. Any such late payment penalty shall be the delinquent payment times the late payment factor as listed in Aliant's State Access Tariff.
- C. Aliant shall maintain an inventory of the total number of Aliant Poles occupied by U S WEST based upon the cumulative number of Poles specified in all PARONs authorized by this Appendix E. It shall be U S WEST's sole responsibility to notify Aliant of any and all removals of U S WEST Attachments from Aliant's Poles. Written notice of such removals shall be provided to Aliant at least thirty (30) business days prior to the removal of the Attachments. Each notice of removal shall be in a form specified by Aliant which is shown in Exhibit 6 and which may be revised from time to time by

Aliant (so as to better fulfill its information purposes.) U S WEST shall remain liable for an Attachment Fee on each Aliant Pole included in all approved PARs until Aliant has received a notice of removal. Aliant may, at its option, conduct a physical inventory of U S WEST's Attachments for purposes of determining the Attachment Fees to be paid by U S WEST under this section.

X. MODIFICATIONS, ADDITIONS, OR REPLACEMENTS TO EXISTING ATTACHMENTS

- A. U S WEST shall not modify, add to, or replace facilities on any pre-existing Attachment on an Aliant Pole without first notifying Aliant in writing of the intended modification, addition or replacement at least thirty (30) business days prior to the date the activity is scheduled to begin. The required notification shall include:
 - 1. the date the activity is scheduled to begin,
 - 2. a description of the planned modification, addition, or replacement,
 - 3. a representation that the modification, addition, or replacement will not require any space other than the space previously designated for U S WEST's Attachments, and
 - 4. a representation that the modification, addition, or replacement will not impair the structural integrity of the Poles involved.
- B. Should Aliant reasonably determine that the modification, addition, or replacement specified by U S WEST in its notice will require more space than that allocated to U S WEST or will require the rearrangement of, reinforcement of, replacement of or an addition of support equipment to the Poles involved in order to accommodate U S WEST's modification, addition, or replacement, Aliant will so notify U S WEST, whereupon U S WEST will be required to submit a PAR in compliance with this Appendix E in order to obtain authorization for the modification, addition, or replacement of its Attachments.
- C. Access to Aliant's Poles for repairs, modifications, additions, or replacements required in emergencies shall be governed by the provisions of Section XIX following of this Appendix E.
- D. Should U S WEST request Aliant to expand capacity or purchase additional plant, U S WEST agrees to pay all costs of such expansion or addition. If Aliant or another party that has been granted a license joins in the request and will benefit from the expansion or purchase, U S WEST agrees to pay a

percentage of all costs proportionate to U S WEST's share of the benefit received from the expansion or purchase.

XI. REARRANGEMENTS TO ACCOMMODATE OTHER LICENSEES

U S WEST acknowledges that at some point in the future it may become necessary to rearrange U S WEST's Facilities in order to create space to accommodate the facilities of another licensee. U S WEST agrees that in such event U S WEST will cooperate in good faith with such other licensee to come to a mutually agreeable understanding regarding the manner in which the rearrangement of U S WEST's Facilities will be achieved.

XII. CHARGES FOR UNAUTHORIZED ATTACHMENTS

- A. It is agreed that a charge equal to five (5) times the amount of the then current Attachment Fee shall be paid by U S WEST to Aliant for each unauthorized Attachment to a Aliant Pole. Such payment shall be deemed the agreed fee and not a penalty nor damages, but in lieu of other damages. U S WEST also shall pay Aliant an Attachment Fee for each unauthorized Attachment accruing from the date the unauthorized Attachment was first placed on the Aliant Pole. In the event that the date the unauthorized Attachment was first placed on an Aliant Pole can not be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Appendix E or, if no physical inventory has been conducted, the date the first PARON for U S WEST was issued in accordance with this Appendix E. U S WEST also shall pay to Aliant all costs incurred by Aliant to rearrange any unauthorized Attachment(s) of U S WEST to safeguard Aliant's attachments or to accommodate the Attachment(s) of another party whose Attachment(s) would not have required a rearrangement but for the presence of U S WEST's unauthorized Attachment(s). U S WEST shall also pay to Aliant all costs incurred by Aliant to reinforce, replace, or modify an Aliant Pole, which reinforcement, replacement, or modification was required as a result of the unauthorized Attachment of U S WEST. The Attachment Fee referenced in this subsection shall be determined in the same manner as such fee would have been determined if Aliant had authorized the attachment.
- B. For purposes of this section, an unauthorized Attachment shall include, but not be limited to:
 - 1. An Attachment to an Aliant Pole which Pole is not identified in any PARON issued in accordance with this Appendix E;
 - 2. An Attachment that occupies more space than that allocated to U S WEST by Aliant;

3. An Attachment that is not placed in accordance with the provisions of this Appendix E or the appropriate PARON issued pursuant to this Appendix E;
 4. An addition or modification by U S WEST to its pre-existing Attachment(s) that impairs the structural integrity of the involved Aliant Pole(s).
 5. An Attachment that consists of facilities owned or controlled by, and for the use of a party other than U S WEST.
- C. Once Aliant has notified U S WEST of an unauthorized attachment, U S WEST can submit a PAR to request an authorized attachment. A PAR submitted per this provision will be treated like any other PAR subject to this Appendix E. U S WEST will be responsible for all fees associated with a PAR (as identified in this Appendix E). If a PAR is not received by Aliant within ten (10) business days of U S WEST's receipt of an unauthorized attachment notification, then U S WEST has sixty (60) business days from the date of its receipt of the initial unauthorized attachment notification to vacate the Pole.

XIII. SURVEYS AND INSPECTIONS OF POLE ATTACHMENTS

- A. The total number and exact location of U S WEST's Attachments on Aliant's Poles may be determined, at Aliant's discretion, through a survey to be made not more than once per calendar year by Aliant. If it so requests, U S WEST, at its own expense and without interfering with Aliant's work (and/or any other entity owning or jointly owning the Poles with Aliant) may participate in the survey and share in the costs of the survey. If the survey reveals one or more unauthorized Attachments by U S WEST, U S WEST shall reimburse Aliant for such Attachments, as specified in XII.C. above, and for all expenses incurred in conducting the survey. If the facilities of more than one participating licensee are included in the same survey, each such licensee(s) are or become obligated to reimburse Aliant, then such contribution shall be based on a reasonable, equitable proportionate share of the costs to be reimbursed to Aliant.
- B. Apart from surveys conducted in accordance with this section, Aliant shall have the right to inspect any Attachment of U S WEST on Aliant's Poles as conditions may warrant. U S WEST shall, upon demand by Aliant, reimburse Aliant all costs incurred to conduct its inspection only if U S WEST chooses to participate in the survey or, the survey reveals unauthorized Attachments by U S WEST. No joint survey or inspection, or lack thereof, by Aliant shall operate to relieve U S WEST of any responsibility, obligation, or liability assumed under this Appendix E.

XIV. NOTICE OF MODIFICATION OR ALTERATION OF POLES BY ALIANT

- A. In the event Aliant plans to modify or alter any Aliant Poles upon which U S WEST has placed Attachments, Aliant shall provide U S WEST notice of the proposed modification or alteration at least sixty (60) calendar days prior to the time the proposed modification or alteration is scheduled to take place. Should U S WEST decide to modify or alter U S WEST's Attachments on the Aliant Poles to be modified or altered by Aliant, U S WEST shall so notify Aliant in writing at least sixty (60) calendar days prior to the day the work is to begin. In such event, U S WEST shall bear a proportionate share of the total costs incurred by Aliant to make the Aliant Poles accessible. U S WEST's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by U S WEST to the total amount of new space occupied by all of the parties joining in the modification. U S WEST is not responsible for any costs of Aliant's modifications or alterations of its Poles.
- B. In the event Aliant moves, replaces, or changes the location, alignment, or grade of Aliant's Poles ("relocation") for reasons beyond Aliant's control, U S WEST concurrently shall relocate U S WEST's Attachments. U S WEST shall be solely responsible for the costs of the relocation of U S WEST's Attachments.
- C. U S WEST shall have no claim against Aliant for any relocation expenses, unless Aliant is awarded relocation expenses which clearly include costs and expenses which U S WEST is obligated to pay, and has paid, hereunder. U S WEST shall have no claim against Aliant for any part of any award that may be made for such taking, or any loss of business from full or partial interruption or interference due to any relocation. If such taking render U S WEST Attachments unneeded, Aliant shall notify U S WEST of such termination and identify the schedule by which U S WEST shall proceed to have such unneeded U S WEST Attachments removed.

XV. DISCLAIMER OF WARRANTIES: LIMITATION OF LIABILITY

- A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS APPENDIX E, ALIANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- B. IN NO EVENT SHALL ALIANT BE LIABLE TO U S WEST FOR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND LOST PROFITS) ARISING OUT OF THIS APPENDIX C OR ANY OBLIGATION ARISING HEREUNDER, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE.

XVI. DEFAULT AND REMEDIES

- A. If either Party defaults in the payment of any amount due hereunder, or if a Party becomes insolvent or bankruptcy or receivership proceedings are initiated by or against a Party, or if either Party violates any material provision of this Appendix E, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. The failure of either Party to enforce any of the provisions of this Appendix E or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.
- B. Aliant does not intend that U S WEST be deemed authorized to take action that would result in the filing of any tax or mechanic's lien against any Aliant Poles. The filing of any tax or mechanic's lien against Aliant's Poles, due to the act or omission of U S WEST which is not bonded or discharged within thirty (30) days of the date U S WEST receives notice that such lien has been filed shall be deemed a default hereunder.
- C. U S WEST shall not knowingly use or maintain its facilities in violation of any law or regulation, or in aid of any unlawful act or undertaking, and the violation hereof shall be a default.
- D. Where necessary and commercially reasonable in order to protect its rights and interest on Aliant's Poles, Aliant may perform, on behalf and at the expense of U S WEST, any obligation of U S WEST under this Appendix E which U S WEST has failed to perform and of which Aliant shall have given U S WEST notice, the cost of which performance shall be paid by U S WEST to Aliant upon demand by Aliant;
- E. Aliant shall have and may exercise all of the remedies set forth in this Appendix E, consistent with the Dispute Resolution provisions hereof. Without limiting the foregoing, it is agreed by the Parties that Aliant shall possess the following remedies:
 - 1. To terminate this Appendix E by giving sixty (60) business days written notice of such termination to U S WEST, and to remove and store U S WEST's Facilities in a public warehouse or elsewhere at the expense of and for the account of U S WEST without Aliant being deemed guilty of trespass or conversion, and without Aliant becoming liable for any loss or damages to U S WEST occasioned thereby;

2. To recover from U S WEST the costs and expenses incurred by Aliant (including, without limitation, reasonable attorneys' fees) in enforcing this Appendix E upon demand by Aliant;
3. Upon termination of this Appendix E by Aliant, U S WEST shall remain liable to Aliant for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees, and expenses incurred by Aliant in pursuit of its remedies hereunder and the Innerduct fees incurred through the end of the calendar year in which termination occurs; and
4. All rights and remedies of Aliant set forth in this Appendix shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed.

XVII. INDEMNIFICATION

- A. With respect to third party claims, each of the Parties agrees to release, indemnify, defend, and hold harmless the other Party and each of its officers, directors, employees, and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of applicable law, or status of its employees, agents, and subcontractors; or for failure to perform under this Agreement, regardless of the form of action. The Parties shall make their respective best efforts to secure waivers of subrogation from their respective insurance carriers, since this indemnity provision is not intended to benefit such insurance carriers.
- B. The indemnification provided herein shall be conditioned upon:
 1. The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.
 2. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

3. In no event shall the indemnifying Party settle or consent to a judgment pertaining to any such action without the prior written consent of the indemnified Party.
- C. It is understood that U S WEST is responsible for and shall compensate Aliant for the actual loss, damage, or destruction of Aliant's property where such loss, damage, or destruction is due to act or neglect of U S WEST in and about Aliant's Poles and Attachments, whether done by U S WEST or its agents, contractors, or subcontractors.
- D. Without limiting the foregoing, U S WEST shall be responsible for, and shall indemnify and hold harmless Aliant, its agents, officers, employees, and assigns from and against any claims, liabilities, losses, damages, fines, penalties, and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of:
1. any discharge of hazardous waste resulting from acts or omissions of U S WEST;
 2. acts or omissions of the U S WEST, its agents, employees, contractors, or representatives in connection with any cleanup required by law, or
 3. failure of U S WEST to comply with Environmental, Safety and Health Laws.
- E. U S WEST shall indemnify, protect, and hold harmless Aliant from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of U S WEST's equipment on Aliant Poles pursuant to this Appendix E.

XVIII. INSURANCE REQUIREMENTS

- A. General. The following insurance requirements apply only to the extent that U S WEST actually has attachments to Aliant's Poles or third party-owned Poles to which Aliant has attached its cable or equipment.
1. U S WEST shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this section underwritten by insurance companies licensed to do business in the state where U S WEST has attachments to Aliant's Poles, and U S WEST's insurance company's rating need not be higher than what Aliant requires of its own underwriters. So long as U S WEST has assets that equal or exceed ten billion dollars (\$10,000,000,000.00) all or any portion of the

insurance required may be effected by a plan of self-insurance. As appropriate Aliant shall be named as an additional insured and/or as a loss payee on all applicable policies.

B. Types of Coverage and Limits

1. Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than \$5 million combined single limit per occurrence, naming Aliant as an additional insured. The insurance shall also contain coverage for bodily injury and property damage, with a policy aggregate of \$5 million. Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements.
2. Umbrella/excess liability coverage in an amount of \$5 million excess of coverage specified in Section XVIII..B.1 preceding.
3. All risk property coverage on a full replacement cost basis insuring all of U S WEST's personal property situated on or within Aliant location(s). U S WEST may also elect to purchase business interruption or contingent business interruption insurance, knowing that Aliant has no liability for loss of profit or revenues should an interruption of service occur.
4. Workers Compensation coverage including employers liability coverage which complies with any Workers' Compensation or similar law where any work is performed in any way connected with the provision of physical collocation. U S WEST shall provide Aliant with the proper certification from the State of Nebraska approving self-insurance for Workers' Compensation.
5. U S WEST may purchase and secure such other and further insurance coverage as it may deem prudent, and the Parties shall cooperate with each other and their respective insurance providers to review and coordinate such insurance coverage so as to avoid unneeded or duplicative coverage.

C. Other Insurance Requirements

1. As appropriate all policies purchased by U S WEST shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Aliant.

2. All insurance shall be in effect on or before the occupancy date and shall remain in force as long as U S WEST has facilities on Aliant's Poles.
3. U S WEST shall submit standard certificates of insurance reflecting the coverages specified in this Appendix E prior to occupancy or prior to the commencement of any work permitted in this Appendix E if during the construction period U S WEST has access to Aliant's premises either directly or through its contractors. U S WEST shall arrange for Aliant to receive thirty (30) days advance notice of cancellation from U S WEST's insurance company.
4. Failure to comply with the material provisions of this section may be deemed default hereunder.
5. Should there be a liability claim that is common to both Aliant and U S WEST, the Parties shall cooperate to handle the claim in an efficient, fair manner.
6. The Parties shall use their best efforts to secure from all of their respective carriers a waiver of subrogation with respect to each other. Waivers of subrogation shall be mutual, so if one Party is unable to reasonably secure such a waiver of subrogation, the other Party need not secure such a waiver.
7. U S WEST shall promptly advise Aliant in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of U S WEST's Facilities.

XIX. EMERGENCY RESTORATION PROCEDURES

- A. In the event of an emergency, restoration procedures may be affected by the presence of U S WEST's Attachments. While Aliant shall not be responsible for the repair of damaged Attachments of U S WEST (except by mutual written agreement), Aliant shall nonetheless control access to its Poles if the restoration is to be achieved in an orderly fashion.
 1. Where Aliant and U S WEST are involved in emergency restorations, access to Aliant's Poles will be controlled by Aliant's Network Construction Managers or their on-site representative according to the following guidelines:
 - a. Service Disruptions/Outages

- (i) While exercising its right to first access, Aliant shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- (ii) In the event of any service outage affecting both Aliant and U S WEST, repairs shall be effectuated on a priority basis as established by local, state, or federal requirements, or where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected Poles.

b. Service Affecting Emergencies

- (i) While exercising its right to first access, Aliant shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- (ii) Where Aliant is unable to grant simultaneous access to all other entities with Attachments, access will be granted according to the level of damage to the Attachments of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

- B. Without limiting any other indemnification or hold harmless provisions of this Appendix E, so long as made in good faith, U S WEST agrees that any decision by Aliant regarding access to Attachments, or any action or failure to act by Aliant, under this section shall not be the basis for any claim by U S WEST against Aliant for any damage to U S WEST's Attachments or disruption of U S WEST's services, or any other direct or indirect damages of any kind whatsoever incurred by U S WEST.

XX. DAMAGE SUSPECTED TO U S WEST'S ATTACHMENTS ONLY

- A. In the event U S WEST receives information that U S WEST's Attachments are damaged, U S WEST shall notify Aliant's Service Assurance Center of said damage at telephone number (402) 436-4323. This is a 24-hour, 7 days per week notification number. U S WEST shall provide Aliant all information known to it regarding the damage to U S WEST's Attachments.
- B. In the event Aliant receives notice that U S WEST's Facilities are damaged, Aliant will notify U S WEST of said damage by telephone at the U S WEST's

emergency telephone number. Aliant shall provide U S WEST all information known to it regarding the damage to U S WEST's Attachments.

- C. After the giving of such notice by either U S WEST or Aliant, U S WEST shall be authorized to perform emergency restoration maintenance activities in connection with U S WEST's Attachments, subject to the provisions of this Appendix E.
- D. Without limiting any other indemnification or hold harmless provisions of this Appendix E so long as made in good faith, U S WEST agrees that any decision by Aliant regarding access to U S WEST's Attachments, or any action or failure to act by Aliant, appropriately or inappropriately, under this Section shall not be the basis for any claim by U S WEST against Aliant for any damage to U S WEST's Attachments or disruption of U S WEST's services, or any other direct or indirect damages of any kind whatsoever incurred by U S WEST, and U S WEST shall indemnify and hold Aliant harmless from any such claim.

XXI. ABANDONMENT

Nothing in this Appendix E shall prevent or be construed to prevent Aliant from abandoning, selling, assigning, or otherwise disposing of any Poles or other Aliant property used for U S WEST's Attachments; provided, however, that Aliant shall condition any such sale, assignment, or other disposition subject to the rights granted to U S WEST pursuant to this Appendix E. Aliant shall promptly notify U S WEST of any proposed sale, assignment, or other disposition of any Poles or other Aliant property used for U S WEST's Attachments.

XXII. NOTICES

Any notices required by or concerning this Appendix D shall be sent to the Parties at the addresses shown below:

Aliant Communications Co.
1440 "M" Street
P.O. Box 81309
Lincoln NE 68501-1309
Attn: William J. Ashburn, Wholesale Marketing and Services Manager

Director Interconnection Compliance
1801 California Room 2410
Denver CO 80202

With copy to:
U S WEST Law Department
Attn: Interconnection Attorney

1801 California 51st Floor
Denver CO 80202

Each Party shall inform the other of any changes in the above addresses.

XXIII. NON-WAIVER OF TERMS AND CONDITIONS

No course of dealing, course of performance or failure to enforce any of term, right, condition, or other provision of this Appendix E shall constitute or be construed as a waiver of any term, right or condition or other provision of this Appendix E.

XXIV. DISPUTE RESOLUTION

A. Alternative to Litigation.

Except as expressly permitted or required in connection with the review and approval of the Interconnection Agreement between the Parties out of which this Appendix E arose, the Parties desire to resolve disputes arising out of this Appendix E without resort to litigation. Accordingly, except for action seeking a temporary restraining order or an injunction relating hereto, or to compel either Party to comply with the dispute resolution procedures set forth in this section, the Parties agree to use the following procedure to resolve any dispute, controversy, or claim arising out of or relating to this Appendix E or its breach.

B. Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix E. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted as evidence in the arbitration or lawsuit.

C. Arbitration.

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to a maximum of any combination of thirty-five (35) (none of which may contain subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one (1) individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within one hundred eighty days of the demand for arbitration. The arbitration shall be held in Lincoln, Nebraska, or in a mutually agreed upon location. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The time intervals specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

D. Costs.

Each Party shall bear its own costs of these proceedings. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

E. Continued Service.

Unless an immediate danger and risk is posed to the property, personnel, or business of a Party, and the other Party is unwilling or unable to provide reasonably satisfactory protection against such danger and risk, the Parties shall continue providing services to each other during the pending of any dispute resolution procedure, and they shall continue to perform their obligations (including making payments) in accordance with this Appendix D.

XXV. COMPLIANCE WITH LAWS

Notwithstanding anything to the contrary in this Appendix E, U S WEST shall ensure that any and all activities it undertakes pursuant to this Appendix E shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal

Social Security Law, (iv) the Fair Labor Standards Act, and (v) all laws, regulations, rules, guidelines, policies, orders, permits, and approvals of any governmental authority relating to environmental matters and/or occupational safety.

XXVI. FORCE MAJEURE

Except for payment of the Attachment Fees and other amounts payable under this Appendix E, neither Party shall be liable for any delay or failure in performance of any part of this Appendix E from any cause beyond its reasonable control and without its fault or negligence including, without limitation acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively a “force Majeure Event”.) In the event of a labor dispute or strike, the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

XXVII. ASSIGNMENT

A. Neither Party may assign or transfer (whether by operation of law or otherwise) this Appendix E (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Appendix E to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void *ab initio*. Consent to any other assignment or transfer may be withheld where the assignment or transfer does not include a transfer or assignment of the rights and obligations under the said Interconnection Agreement to the same transferee or assignee. Without limiting the generality of the foregoing, this Appendix E shall be binding upon and shall inure to the benefit of the Parties’ respective successors and assigns.

XXVIII. APPLICABLE LAW

This Appendix E, and the rights and obligations contained in it, shall be governed and construed under the laws of the State of Nebraska, and as applicable, the Act.

XXIX. SUBSEQUENT LAW

The terms and conditions of this Appendix E shall be subject to any and all applicable laws, rules, regulations, that subsequently may be effective from federal, state or local governmental authority having jurisdiction. To the extent required by any such

subsequently effective law, rule, or regulation the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Appendix E and to bring their practice into compliance with such effective law, rule, or regulation. Should any term of this Appendix E be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Appendix E shall remain in full force and effect.

XXX. HEADINGS

All headings contained in this Appendix E are for convenience only and are not intended to affect the meaning or interpretation of any part of this Appendix E.

XXXI. ENTIRE AGREEMENT

The terms and conditions of this Appendix E must be interpreted and administered consistent with the Interconnection Agreement between the Parties. Except as evidenced by the said Interconnection Agreement and its attached Appendices, including this Appendix E, there are no other understandings or representations, express or implied, not expressly set forth in this Appendix E. This Appendix E shall not be modified or amended except by writing signed by the Party to be charged.

IN WITNESS WHEREOF, the Parties hereto have executed this Appendix E through their authorized representatives.

U S WEST COMMUNICATIONS, Inc.

Aliant Communications Co.

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title:_____

Title:_____

Date:_____

Date:_____

APPENDIX E

POLE ATTACHMENT RATES

EXHIBIT I

Pole Attachment Inquiry Fee, Per Request, Nonrefundable	\$30
Pole Attachment Inquiry Fee, 1-25 Poles, Per Pole, Nonrefundable or Per Mile, Nonrefundable	\$5 \$125
Pole Attachment Quote Preparation Fee	ICB
Pole Attachment Make-Ready Work	ICB
Pole Attachment Fee, Per Attachment, Annual	\$5.42
Unauthorized Attachment Fee	\$27.10
Transfer of Attachment Fee, Dead End, Per Pole	\$60
Transfer of Attachment Fee, Other than Dead End, Per Pole	\$30

APPENDIX E

EXHIBIT 2

POLE ATTACHMENT INQUIRY FORM

APPLICATION

Aliant Communications Co.
1440 "M" Street
PO Box 81309
Lincoln, NE 68501-1309
Attn: William J. Ashburn, Wholesale Marketing and Services Manager

In accordance with the terms and conditions of the Agreement between our respective companies dated _____, application is hereby made for permission to make attachment(s) of telecommunications facilities to poles in _____, Nebraska, at the locations shown on the attached sketch identified as _____.

A non-refundable fee of \$_____, based upon rates outlined in Exhibit 1 is included to cover Aliant's expenses associated with performing an internal record review.

Company Name: _____
Address: _____

Contact Name: _____
Contact Number: _____
Contact FAX Number: _____
Contact e-mail: _____

By: _____

Signature

Name typed or printed

Title: _____

Date: _____

APPENDIX E

EXHIBIT "3"

POLE ATTACHMENT QUOTE

Inspection:

Administrative and engineering costs to inspect the proposed attachment locations as identified in the Pole Attachment Inquiry Form are as follows:

Estimated Engineering Cost - \$ _____

Additional Requirements of U S WEST: _____

Estimated interval for completion of Pole Attachment Quote: _____ Business days

Charges:

Please remit a check in the amount of \$_____ if U S WEST wishes to proceed with the Pole Attachment Quote Preparation.

Aliant Communications Co.

By: _____

Title: _____

Date: _____

ACCEPTED

U S WEST

By: _____
Signature

Name typed or printed

Title: _____

Date: _____

Permit Number: _____

POLE ATTACHMENT ORDER

Make-Ready Work:

Make-Ready Work required: ☐ Yes ☐ No

If "Yes" estimated Make-ready cost: \$_____

Estimated completion date of Make-Ready Work: _____

The attached drawing is hereby incorporated into this Order detailing the Poles (including any make-ready work if required).

Pro Rata Share of Annual Pole Attachment Fee:

$$\frac{\text{Annual Charge}}{\text{Quantity}} \times \text{pro rata share of year} = \frac{\text{Total Annual Charge}}{\text{Charge}}$$

Per Pole Attached: \$_____ Pole X _____ X _____ = \$_____

Charges:

If U S WEST wishes to proceed with the installation, please remit a check for make-ready work and pro rata annual attachment fee in the amount of \$_____. These poles will be assigned on a first come, first served basis.

Aliant Communications Co.

By: _____

Title: _____

Date: _____

ACCEPTED

U S WEST

By: _____

Signature

Name typed or printed

Title: _____

Date: _____

APPENDIX E

EXHIBIT "5"

POLE ATTACHMENT READY FOR OCCUPANCY NOTICE (PARON)

Permission is hereby granted U S WEST to make attachment(s) to poles at the locations shown on the sketch attached to the Pole Attachment Order, or as same may have been changed by the undersigned.

Inventory of Poles and Power Sources Used by Licensee

	Pervious <u>Balance</u>	Added By <u>this Permit</u>	New <u>Balance</u>
Poles:	_____	_____	_____

Aliant Communications Co.

By: _____

Title: _____

Date: _____

Agreement ID: _____
Permit Number: _____

APPENDIX E

EXHIBIT "6"

NOTICE OF REMOVAL OF ATTACHMENTS

Date: _____

Aliant Communications Co.
1440 "M" Street
PO Box 81309
Lincoln, NE 68501-1309
Attn: William J. Ashburn, Wholesale Marketing and Services Manager

In accordance with the terms and conditions of the Agreement between our respective companies dated _____, you are hereby notified of our removal of attachments from your poles in _____, Nebraska, as shown on the attached sketch identified as _____.

U S WEST

By: _____
Signature

Name typed or printed

Title: _____

Previous
Balance

Removed by
this Notice

New
Balance

Poles:

Receipt of Notice Acknowledged:
Aliant Communications Co.

By: _____

Title: _____

Date: _____

Permit Number: _____

APPENDIX E

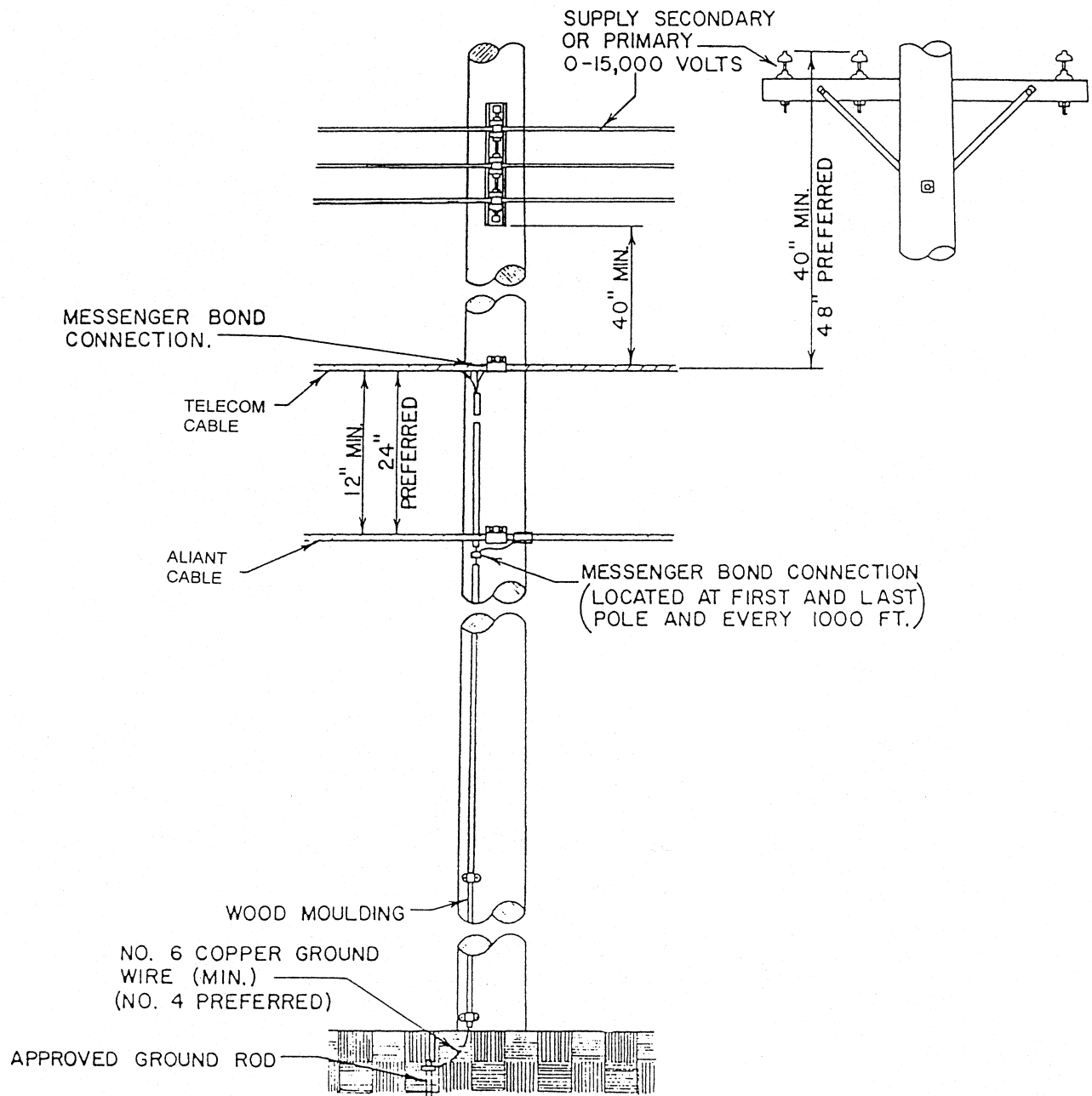
EXHIBIT "10"

POLE ATTACHMENT LOCATIONS

Aliant shall grant permission to U S WEST to make attachment(s) to poles in the exchanges (cities, towns) specified below:

[illegible]

ATTACHMENTS OF TELECOMMUNICATIONS SYSTEM TO POLES
(Telecommunications Cable Installation on Joint Power Telephone Pole)



POLE LINE ATTACHMENTS
 ALIAINT COMMUNICATIONS - TELCOMMUNICATIONS CO.

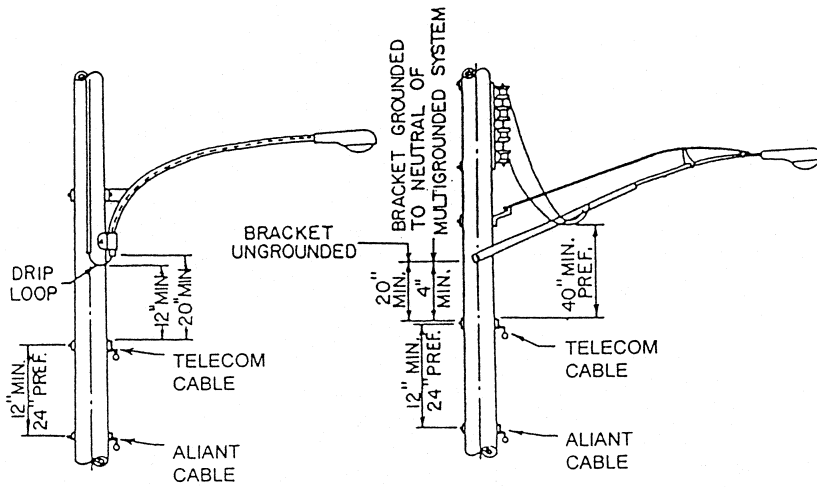
EXHIBIT 7

ISSUE #2

9-25-97

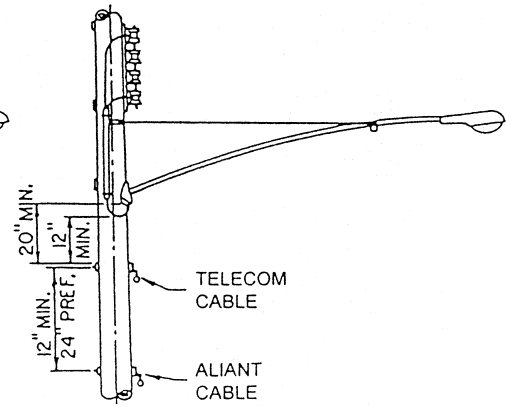
ATTACHMENTS OF TELECOMMUNICATIONS SYSTEM TO POLES

(Telecommunications Cable Mounted on Pole with Street Lighting)

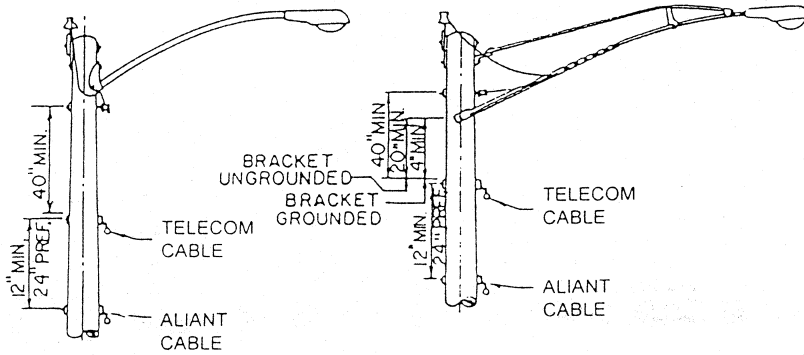


4' OR 6' PIPE BRACKET

10' OR LONGER A-FRAME BRACKET

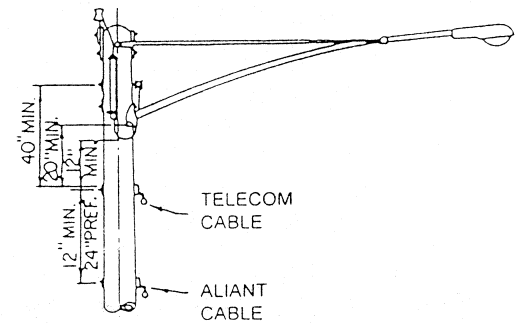


8'-10' DOUBLE-GUY BRACKET

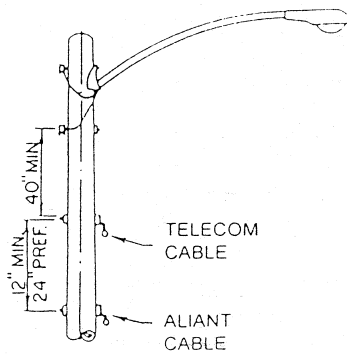


4' OR 6' PIPE BRACKET

10' OR LONGER A-FRAME BRACKET



8'-10' DOUBLE-GUY BRACKET



4' OR 6' PIPE BRACKET

POLE LINE ATTACHMENTS

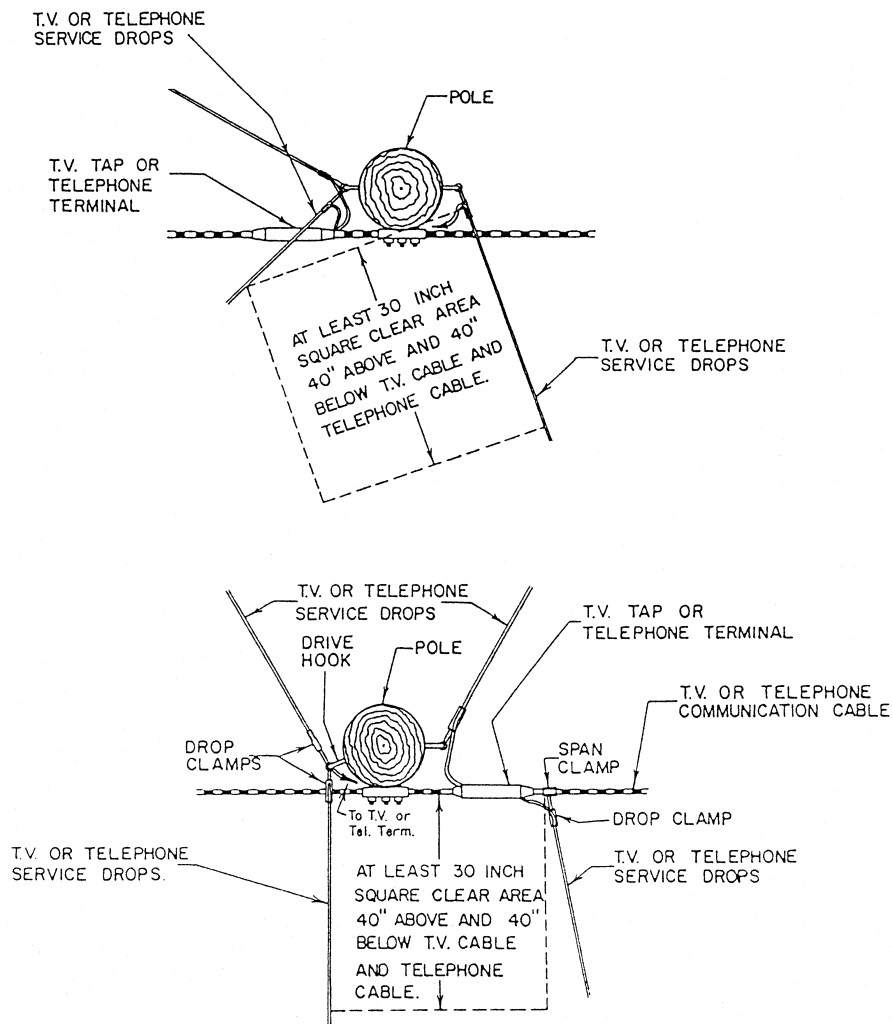
ALIAN COMMUNICATIONS - TELCOMMUNICATIONS CO.

EXHIBIT 8

ISSUE #2

9-25-97

ATTACHMENTS OF TELECOMMUNICATIONS SYSTEM TO POLES **(Climbing Space on Jointly Used Pole)**



Note:

1. Climbing space shall be provided on one side or corner of the pole only.
2. Where proper vertical clearance is maintained the climbing space may be shifted from one side or corner to any other side or corner of the pole.
3. To keep climbing space clear, T.V. drop or drops and telephone drop or drops serving the same house should be attached on the same side of the pole.

POLE LINE ATTACHMENTS
ALIAN'T COMMUNICATIONS - TELECOMMUNICATIONS CO.

EXHIBIT 9

ISSUE #2

9-25-97